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The Guy Bailey Collection of Victorian Art

Online, New Bond Street, London | 24 February - 5 March 2025







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Online, New Bond Street, London | Monday 24 February - Wednesday 5 March 2025, ending from 12pm GMT

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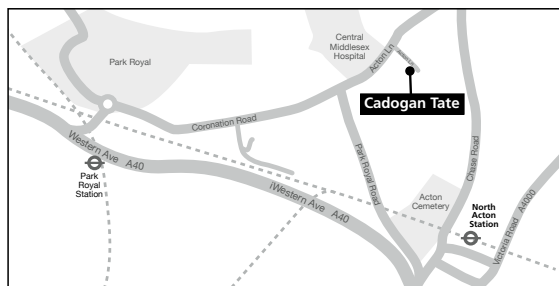
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The Guy Bailey Collection of Victorian Art

This is a happy and lucky collection. If new owners find only half as much satisfaction from any item as I have been lucky enough as to receive, they will be very fortunate. I do not regret any of my purchases, although I occasionally regret what I did not buy, and I have thoroughly enjoyed not only admiring the beauty of the works but also researching the history of both the subjects and artists.

My love of this period of art rather sneaked up upon me. I was educated at Beaumont College Windsor, an elegant Palladian mansion which housed numerous 18th and 19th century pictures, and during my school years I became familiar with a wide variety of literary, mythological and religious subjects.

In 1972, an art dealer friend took me to an auction, I went in with great enthusiasm and not much knowledge, and was enchanted. Shortly after I saw an advertisement for an upcoming sale in *The Times* which illustrated the Sir William Llewellyn portrait of Miss Netta Holleone, I immediately knew I wanted to own the marvellous painting. From then on I caught the collecting bug and attending sales became a great joy. My love of art was a delightful escape from my business life and I enjoyed coming home from a busy day at the office and getting whisked away in the beauty and stories the paintings and sculptures told.

These pictures have given my family and me much happiness and to my delight researching them has led me to diverse areas of literature and myth. It is fitting to say goodbye to my old friends through Bonhams, an auction house which has given me so much joy over the years. I know these works will continue to give great pleasure to their new owners.

1 *

WILLIAM MULREADY, RA (BRITISH, 1786-1863)

Lending a bite

signed with monogram and dated '1819' (lower left)

oil on panel

78.5 x 67.5cm (30 7/8 x 26 9/16in).

£7,000 - 10,000

€8,400 - 12,000

US\$8,800 - 13,000

Provenance

Earl Grey.

Thomas Miller by 1864.

T. Horrocks Miller by 1889.

Thomas Pitt Miller.

His sale, Christie's, 26 April 1946, lot 92 (bought by Mitchell).

Anon. sale, Christie's, 11 November 1966, lot 107 (bought by M. Benjamin).

Anon. sale, Sotheby's, Gleneagles, 29 August 1969, lot 252 (bought Wellington Sloane).

Anon. sale, Sotheby's, Belgravia, 29 June 1976, lot 63.

Exhibited

London, Royal Academy, 1819, no. 143.

London, Royal Academy, *Exhibition of Works by The Old Masters and by Deceased Masters of the British School, Winter Exhibition*, 1889, no. 15 (lent by T. Horrocks Miller).

London, Victoria & Albert Museum, *William Mulready: 1786-1863*, 1 July - 12 October 1986, no. 76 (also at the National Gallery of Ireland, Dublin and the Ulster Museum, Belfast, Autumn/Winter 1986/7).

Literature

Mulready's account book, 1818 & 1819 (Victoria and Albert Museum Library, London): 'Nov. 6 Earl Grey Lending a Bite £210 half done in 1818 but entirely repainted'.

F. G. Stevens, *Memorials of William Mulready, R.A.*, London, 1890, pp. 64 & 85.

Marcia Pointon, *William Mulready: 1786-1863*, Victoria & Albert Museum, London, 1986, cat. no. 130, pp. 122 & 157, illustrated.

Kathryn Moore Heleniak, *William Mulready*, Yale University Press, 1980, cat. no. 97, pl. 179, pp. 200-201, illustrated.

A stunning example of Mulready's narrative painting, the present work drew great praise from contemporary critics, one noting that 'In painting, that is in execution, we think [Mulready] the first of his class in England, and cite this picture as proof'¹. As Marcia Pointon notes, the artist 'makes effective use of profile and the transaction with the apple so cautiously dealt with in the foreground is reiterated both in the group partially seen in the complex gap between the pair of protagonists and in the figure of the girl by the well'².

The Victoria and Albert Museum and Whitworth Art Gallery hold a number of preparatory studies of the present work.

¹*Annals of the Fine Arts*, 1819, p. 308.

²Marcia Pointon, *William Mulready: 1786-1863*, London, 1986, p. 157.





2 *

JESSIE MACGREGOR (BRITISH, FL. 1872-1904)

In the childhood of Dante

From the time forward love ruled my heart

signed twice 'Jessie Macgregor/1892' (lower right)

oil on canvas

90 x 167cm (35 7/16 x 65 3/4in).

£8,000 - 12,000

€9,600 - 14,000

US\$10,000 - 15,000

Provenance

Anon. sale, Sotheby's, Belgravia, 11 December 1972, lot 195.

Exhibited

London, Royal Academy, 1892, no. 905.

Literature

Royal Academy Illustrated, 1892, p. 78.



3 *

MARCUS STONE, RA (BRITISH, 1840-1921)

Blossoms

signed 'MARCUS STONE' (lower left)

oil on canvas

94.5 x 32cm (37 3/16 x 12 5/8in).

£5,000 - 7,000

€6,000 - 8,400

US\$6,300 - 8,800

Provenance

Anon. sale, Sotheby's, Belgravia, 12 June 1973, lot 15.





4 *

HENRY WALLIS (BRITISH, 1830-1916)

Portrait of a girl wearing an embroidered headdress signed with initials and indistinctly dated '1886?' (lower right); further signed and numbered 'Henry Wallis/no. 4' (on the backing board) watercolour heightened with bodycolour
16 x 12cm (6 5/16 x 4 3/4in).

£800 - 1,200

€960 - 1,400

US\$1,000 - 1,500

Provenance

The artist's studio.

By descent from the artist to his daughter-in-law Alice Julian Wallis (née Roberts), and thence to her great-niece Mrs. Vera G. Whiting, Purley, Surrey.

Her sale, Sotheby's, Belgravia, 10th April 1973, part of lot 211 (bought Abbott and Holder).

Anon. sale, Sotheby's, Belgravia, 5 July 1977, lot 12.

Literature

Dennis T. Lanigan & Ronald Lessens, *Henry Wallis: From Pre-Raphaelite Painter to Collector/Connoisseur*, Woodbridge, 2019, cat. no. 179, pp. 166-167.

As Dennis Lanigan notes, the date of the present work has been reported variously as 1881 or 1886. Equally, various suggestions as to the origin of the costume the figure is wearing have been made; as Lanigan comments, 'Although it is possible that this head dress could be an 'invention of tradition' of a typical 19th century folk dress, it is more likely to be authentic and typical to a very regional specific site which we have not been able to discover to this point'.

We are grateful to Dennis Lanigan for his assistance in cataloguing this lot.



5 *

JOHN ANSTER FITZGERALD (BRITISH, 1819-1906)

The morning meal
 signed 'J A Fitzgerald' (lower right); further signed and inscribed "The morning Meal"/J.A.Fitzgerald/watercolour' (on artist's label affixed to the backboard)
 watercolour and gouache
 13.5 x 37cm (5 5/16 x 14 9/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 1,900

Provenance

Anon. sale, Sotheby's, Belgravia, 5 July 1977, lot 18.



6 *

WILLIAM HENRY MIDWOOD (BRITISH, 1833-1888)

Storytime

signed and dated 'Midwood. 1872.' (lower right)

oil on canvas

71.2 x 92cm (28 1/16 x 36 1/4in).

£2,000 - 3,000

€2,400 - 3,600

US\$2,500 - 3,800

Provenance

Anon. sale, Sotheby's, Belgravia, 2 October 1979, lot 178.



7 *

TALBOT HUGHES, ROI, PS (BRITISH, 1869-1942)

The blind abbess

signed and inscribed with title (on the reverse)

oil on panel

61 x 50.5cm (24 x 19 7/8in).

£2,000 - 3,000

€2,400 - 3,600

US\$2,500 - 3,800

Exhibited

London, Royal Academy, 1901, no. 735.



8 *

LOUIS B. DAVIS (BRITISH, 1861-1941)

Saint Francis

charcoal on paper laid to canvas

129 x 62.5cm (50 13/16 x 24 5/8in).

£3,000 - 5,000

€3,600 - 6,000

US\$3,800 - 6,300

Provenance

Anon. sale, Sotheby's, Belgravia, 25 July 1978, lot 56.

Louis B. Davis was a notable English illustrator, watercolourist and stained glass artist and an active member of the Arts and Crafts Movement. It is for his stained glass that he is best remembered, a skill he learnt whilst studying under Christopher Whall. Davis designed and created a number of notable stained glass windows such as the First World War memorial window at Cheltenham College and the choir windows at Dunblane Abbey.

Davis was an acquaintance of William Morris, Edward Burne-Jones and Dante Gabriel Rossetti and his work has a distinctly Pre-Raphaelite character both in style and subject matter, indeed, the art historian Sir Nikolaus Pevsner describes him as the last of the Pre-Raphaelite artists.



9 *

JOHN MELHUISE STRUDWICK (BRITISH, 1849-1937)

A female head study

pencil on buff paper

23 x 18cm (9 1/16 x 7 1/16in).

£3,000 - 5,000

€3,600 - 6,000

US\$3,800 - 6,300

Provenance

Anon. sale, Sotheby's, Belgravia, 23 April 1974, lot 395.

Strudwick showed an early talent for drawing and having studied at the National Art Training School in South Kensington, enrolled in the Royal Academy Schools in 1868. After a period working in the studios of both John Roddam Spencer-Stanhope and Sir Edward Coley Burne-Jones, he outgrew his role as assistant and gained praise as an artist in his own right. Taking influence from both the Pre-Raphaelite and Aesthetic movements he exhibited at the Royal Academy as well as the Grosvenor Gallery and New Gallery.

Cut is the branch that might have grown full straight,
And burned is Apollo's laurel-bough

(Christopher Marlowe, *The Tragical History of Dr. Faustus*, epilogue)



10 *

AFTER HENRY WALLIS

Chatterton

oil on panel, framed with an arched top
32.5 x 48.5cm (12 13/16 x 19 1/8in).

£2,000 - 3,000

€2,400 - 3,600

US\$2,500 - 3,800

Provenance

Collection of Robin Ironside.
With Michael Douglas, 1973.

A 19th Century copy of Wallis' iconic painting, the original of which is in the collection of Tate Britain. Other autograph versions are at the Birmingham Museum & Art Gallery, and the Yale Center for British Art, New Haven. As the authors of Wallis's biography note, 'the privilege of fame was that Wallis himself, as well as other artists, made multiple copies and engravings of the picture.'¹

Thomas Chatterton, a late 18th Century poet, dead from poison at the age of seventeen, became an iconic figure for the Romantic poets of the early 19th Century - for Wordsworth he was 'the marvellous boy, the sleepless soul that perished in his pride' (*Resolution and Independence*). The model for the painting was George Meredith, a writer friend of the painter.

¹Dennis T. Lanigan & Ronald Lessens, *Henry Wallis: From Pre-Raphaelite Painter to Collector/Connoisseur*, Woodbridge, 2019, p. 87.



11 *

JAMES SMETHAM (BRITISH, 1821-1889)

The death of Earl Siward

oil on canvas

69 x 43.5cm (27 3/16 x 17 1/8in).

£6,000 - 8,000

€7,200 - 9,600

US\$7,500 - 10,000

Provenance

Anon. sale, Sotheby's, Belgravia, 15 June 1982, lot 54.

Literature

Susan P. Casteras, *James Smetham*, London, 1995, p. 20, illustrated.

The death of Earl Siward. A Saxon Earl who, feeling the approach of death desired to be clothed in his armour and set upon his feet that he might not die “crouching like a cow” - A.D. 1055.

(From the engraving - Studies from a sketch book No. 9. Designed & etched on steel by Jas. Smetham.)

12 *

GEORGE FREDERIC WATTS, OM, RA (BRITISH, 1817-1904)

The creation of Eve

oil on canvas

86.5 x 35.5cm (34 1/16 x 14in).

£20,000 - 30,000

€24,000 - 36,000

US\$25,000 - 38,000

Provenance

Anon. sale, Sotheby's, Belgravia, 24 October 1978, lot 17.

Literature

Mary Seton Watts, *Manuscript Catalogue of Watts's Paintings, Subjects*, pp. 45-46.

Mary Seton Watts, *G. F. Watts: The Annals of an Artist's Life*, Macmillan and Co., 1912, vol I, pp. 68, 261-62, vol II, p. 45.

The Age of Rossetti, Burne-Jones & Watts: Symbolism in Britain, Tate Gallery Publishing, London, 1997, pp. 265-26, cat. no. 124.

Julia Cartwright, 'The Life and Work of George Frederic Watts, RA', *The Art Journal*, Easter, 1896.

Athenaeum, 30 March 1867, p. 426.

Veronica Franklin Gould, *G.F. Watts: The Last Great Victorian*, Yale University Press, 2004 pp. 21, 86-87, 163.



This is an early study for the first subject in Watts's *Great Trilogy of Eve* (Cartwright, 1896, 13, ill. 11). The prime versions, ultimately named *She Shall Be Called Woman*, *Eve Tempted* and *Eve Repentant* (c1865-97) were presented to the nation by the artist, for the opening of the National Gallery of British Art (Tate Britain) in 1897. He painted the newly created Eve shortly after separating from his teenage bride, the actress Ellen Terry whose head inspired Eve in the trilogy.



Watts conceived his ideas for a Michelangelesque hall of frescoes in the late 1840s. At the age of 26, he won a top prize in Prince Albert's competition to decorate the walls of the Palace of Westminster in 1843 and used the award money to travel to Italy to study frescoes in the Grand Manner of the Renaissance. He returned to England 1847 to a further Westminster prize and began to make sketches for a cosmic epic, a scheme to embody the progress of the cosmos and civilization, cultural history and spiritual thought. Intended to uplift the nation and decades ahead of the Symbolist movement, more suited to the Continent than to British taste and climate, Watts's visionary ambition was thwarted. He resolved instead to paint subjects for the scheme on canvas, each in itself of universal interest.

The Eve series was designed as part a group within the scheme. Watts would develop many versions of each subject, large and small, often concurrent, under various titles. In 1873, the artist explained to a patron: 'These designs – *Eve in the glory of her innocence*, *Eve yielding to temptation*, and *Eve restored to beauty and nobility by remorse* – form part of one design and can hardly be separated, any more than one would think of separating the parts of an epic poem. My intention was to make them part of an epic and they belong to a series of six pictures illustrating the story in *Genesis*, viz, the three Eves – *The Creation of Eve*, *After the Transgression* and *Cain* – three single figures and three full compositions. These I always destined to be public property.' (Watts, 1912, I, p.262)

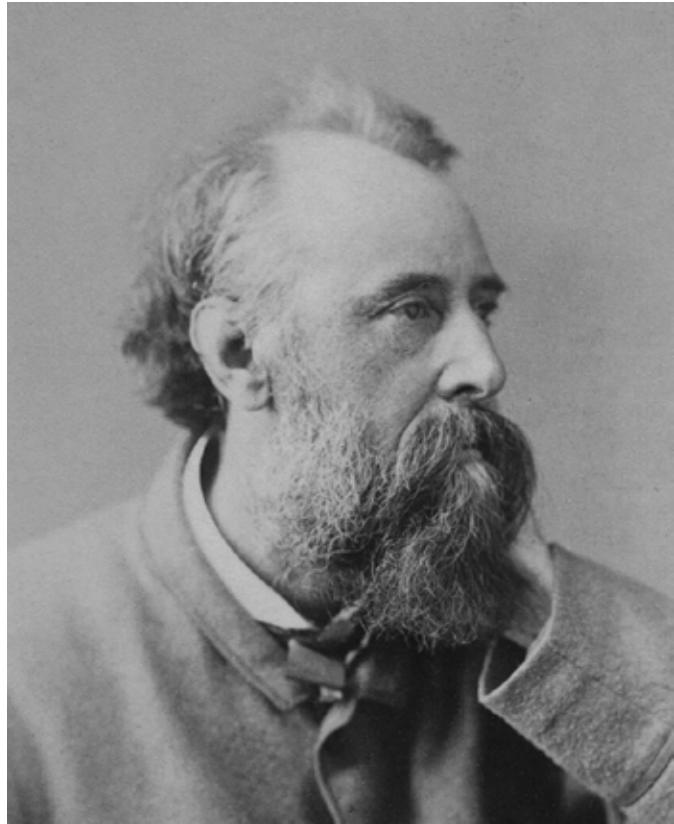
A full composition, for example, the multi-figure *The Creation of Eve* (Harvard Art Museums, Fogg Museum) shows Eve emerging from Adam's rib (*Genesis* 2, xxiii). This monochrome single-figure painting of *The Creation of Eve* – the newly created Eve in the glory of her innocence – has never been exhibited.

Watts's naked Eves were painted with reference to monumental drawings he had made from Mary Bartley, the statuesque housemaid at Little Holland House, where the artist lodged with magnificent studios at the home of Thoby and Sara Prinsep. His 'Long Mary' studies of body and limb served as models for Watts's imaginative representations of universal, rather than recognisable figures. While he himself considered these 'perfectly naked figures' a genre more suited to public galleries rather than private homes, Watts's standing nudes of the period were prized by private collectors.

The first standing Eve he exhibited – larger and not quite the same pose – was a development of the present study, shown at the French Exhibition in Pall Mall, London, on Saturday 30 March 1867: 'the mother of mankind' standing as if just after the moment of creation, lost in wonder at existence, and, it may be, in an ecstasy of thankfulness. One of her hands is slightly raised, her face upturned, one foot advanced a little before the other. Her limbs look large in their dark ardent, but not glowing, hues and almost marble-like firmness of contour. Behind is rich vegetation.' (*Athenaeum*, 30 March 1867, 426.)



She shall be called Woman, circa 1875-92,
George Frederic Watts, Tate



George Frederic Watts by Elliott & Fry albumen carte-de-visite, circa 1870

Eve's hands are lowered in the present study, her palms facing down to link Heaven and Earth, as in the similar-sized version of *She Shall be Called Woman* at the Lady Lever Art Gallery in Liverpool, where clouds begin to whirl about her body.

According to Mary Watts, her husband intended his columnar newly created Eve to represent the central figure of the universe, "the Greek vision of "A line of light, straight as a column extending though the whole heaven and through the earth"¹. Rather than standing in light, Eve is herself emitting light, as can be seen in the present study emanating from her head. (*George Frederic Watts: The Annals of an Artist's Life*) An even earlier version had shown Eve's face still in full light. But here, as the artist intended, 'The upturned face is dark in the midst of light, for the human intuitions may take the human mind into a region where reason stops, [quoting Milton's *Paradise Lost* I, iii, 380]

"dark with excessive light."² His idea was to depict not the apotheosis of womanhood, but qualities of femininity.

In the prime large version of the powerfully retitled *She Shall Be Called Woman*, Eve appears to emerge from nature, encircled in flowers, birds and clouds, a butterfly, symbol of the soul flutters above her and light is concentrated over the heart and breast, the seat of tenderness, goodness and love. Unique in the present picture is a lion, symbol of bravery, nobility and strength.

¹*Genesis* 4, xx: 'the mother of all living'.

²Milton, *Paradise Lost* III, xxxlvi.

We are grateful to Veronica Franklin Gould for her assistance in cataloguing this lot.

13 *

SIMEON SOLOMON (BRITISH, 1840-1905)

Naomi and the Child Obed
signed with monogram and dated '29 6/61' (lower left)
oil on canvas
60 x 48cm (23 5/8 x 18 7/8in).

£15,000 - 20,000

€18,000 - 24,000

US\$19,000 - 25,000

Provenance

Anon. sale, Christie's, London, 10 July 1970 (according to inscription on the reverse).

Anon. sale, Sotheby's, Belgravia, 9 April 1974, lot 78.

Literature

Dalziels' *Bible Gallery: Illustrations from the Old Testament*, London, 1881.

Aley Fox, *Art Pictures from the Old Testament and Our Lord's Parables*, 1894, p. 143, illustrated.

Colin Cruise, *Love Revealed – Simeon Solomon and the Pre-Raphaelites*, 2005, p. 87.

Ruth, Naomi and the Child Obed was based on a pen and ink drawing of the same subject made by Solomon in 1860 (Birmingham Museums & Art Gallery). The compositions differ little, other than that Solomon simplified the background for the oil painting and placed the open window in the opposite corner. Around 1863 Solomon used the same composition as the oil painting for one of the woodcuts for the famous illustrated Bible which was to be published by the Brothers Dalziel – one of the most significant illustrative ventures of the Aesthetic Movement.

The Weekly Chronicle reported on 24 January 1861 'Mr. Simeon Solomon is engaged on a picture of Ruth and Naomi.' (p.2) On 4 May the art correspondent for *Sheffield Independent* stated that he had 'been unable to complete his Ruth and Naomi' (p.10) in time for the opening of the Royal Academy summer exhibition that year. A date on the painting states that it was complete by 29 June that same year.

The fact that Solomon was able to use colour in this oil painting, rather than the monochrome pen and ink drawing and the woodcut, meant that he was able to differentiate the ethnicity of the two women. He gave Ruth the Moabite, a dark complexion in contrast to her mother-in-law Naomi, an Israelite. The date of the painting and the dark skin of Ruth suggest that the model was Fanny Eaton (1835-1924), a Jamaican-born woman who had a brief career in London as an artist's model in the early 1860s. She appears in *A Young Teacher* by Simeon's sister Rebecca Solomon also painted in 1861 and Simeon's *The Mother of Moses of 1860* (Delaware Art Gallery, Wilmington). The theme of maternity and the Biblical subject and setting links *The Mother of Moses* with *Ruth, Naomi and the Child Obed* and the fact that they are identical in size suggests that they were intended as a pair.



Naomi and the Child Obed, from Dalziels' *Bible Gallery*



So the descendant of Inachus hurling himself headlong, in swift flight, through empty space, attacked the creature's back, and, as it roared, buried his sword, to the end of the curved blade, in the right side of its neck.

(Ovid, *Metamorphoses*, bk. VI, 706-752 *Perseus defeats the sea-serpent*, tr. Anthony S. Kline)

14 *

SIR WILLIAM BLAKE RICHMOND, RA (BRITISH, 1842-1921)

Perseus and Andromeda

oil on canvas

223 x 112cm (87 13/16 x 44 1/8in).

£30,000 - 50,000

€36,000 - 60,000

US\$38,000 - 63,000

Provenance

Anon. sale, Sotheby's, 23 March 1981, lot 84.

Literature

Simon Reynolds, *William Blake Richmond, An Artist's Life 1842-1921*, Norwich, 1995, pl. 104, p. 287.

The present work is a monumental second version of a subject that William Blake Richmond first painted in 1880. This first version was part of the Christopher Forbes collection, sold at Christie's in 2003 (Christie's, London, 'The Forbes Collection of Victorian Pictures and Works of Art', 20 February 2003, lot 143; also anon. sale, Christie's, London, 16 June 2010, lot 162).

Reminiscent of his father's and William Blake's mythological paintings, the 1880 version was exhibited at Blake Richmond's major solo exhibition at the New Gallery 1900-1901 (London, New Gallery, *Works of Sir W. B. Richmond, KCB, RA, DCL*, no. 122 as 'Andromeda (30 x 24 1/2, 1880)'

The present work is shown in a photograph, sitting on an easel in Richmond's studio at Beavor Lodge, Chiswick, in an *Art Annual* feature on the artist, written by Helen Lascelles and published in 1902. This suggests that the painting may be dated 1901, but never exhibited. It is typical of the artist's mythological paintings, more loosely painted than the earlier equivalent works. By then he was influenced by European Symbolism; the Pre-Raphaelite example of Ruskin was long gone, and he had even moved on from the Frederic Leighton version of Neo-Classicism. He was in the middle of his mammoth work in Mosaics for St Paul's Cathedral, whose Neo-Byzantine style caused considerable offence in conservative circles. He was accused of spoiling Sir Christopher Wren's Baroque unity and emulating Roman Catholic interiors in Ravenna. The hey-day of Victorian Masterpieces was largely over and Blake Richmond deplored the influence of French Impressionists. This dramatic subject matter will have greatly appealed to the middle-aged Academician.

We are grateful to Simon Reynolds for his assistance in cataloguing this lot.



William Blake Richmond's studio with *Perseus and Andromeda* showing on an easel.



15 * TP

EDWARD HODGES BAILY (BRITISH, 1788-1867)

Eve listening to the voice of Adam

A carved white marble figure, the young, seated female nude partially supporting her turned body on her right arm, her left arm raised, her inclined head with parted lips and uplifted eyes in an expression of attentiveness, on integral naturalistic oval base, the rear inscribed, signed and dated 'EVE by E.H. BAILY R.A. Sculpt, London 1848'.

90cm high, 125cm wide, 66cm deep, together with a pair of modern composition double scroll ended bracket supports, 39.5cm high, 14.5cm wide, 36cm deep (3).

£20,000 - 30,000

€24,000 - 36,000

US\$25,000 - 38,000

The theme of Baily's *Eve Listening to the Voice* or *Eve Listening to the Voice of Adam* was inspired by Book IV of John Milton's epic religious work *Paradise Lost*, dating from 1667. Later erroneously titled *Eve Listening to the Voice of Satan*, the subject is described by Milton as the moment when Eve in the Garden of Eden, having been lost in her own reflection, turns to Adam to describe what she sees in the water, only for him to tell her: 'What thou seest / What there thou seest fair creature is thyself'.

Realised by the sculptor in marble in 1842, it followed on from an earlier work, also derived from Milton's famous poem, entitled *Eve at the Fountain*, with the plaster model completed in 1819 and the marble subsequently realised in 1821. This work earned Baily full membership of the Royal Academy and, at the time, was one of the most celebrated contemporary British sculptures. However, it was inspired in both composition and neoclassical style by a celebrated classical sculpture, the *Nymph with a Shell*, now in the Musée du Louvre in Paris. That work was itself a second-century Roman copy of a Greek original, which had been much admired from the 17th century onwards and was widely reproduced in marble and plaster. A version of Baily's *Eve at the Fountain*, signed and dated 1822, is in the Bristol City Art Gallery; the plaster is in the V&A collections (Museum no. A.3-2000).

Baily's *Eve Listening to the Voice of Adam* largely reproduces his earlier composition, except for the position of the head and left hand. In the former version, Eve looks down, absorbed in her own reflection, whereas in the later version, she looks up and raises her hand in gestures expressive of the act of listening and speaking.

In a lecture delivered at the Royal Academy of Arts, London, the sculptor Henry Weekes commented on Baily and his depiction of Eve. He described Baily as 'an earnest pupil of Flaxman' who was 'a more finished modeller than his master, though with less feeling and sentiment, and less power in design'. However, he added that Baily had produced 'one of the most beautiful examples of English ideal Sculpture as yet known to us — his Eve'. For a signed and dated version of the *Eve Listening to the Voice* or *Eve Listening to the Voice of Adam* see the V&A collections (Museum . A.468-1875).

Although perhaps the most famous British sculptor of his time, Edward Hodges Baily was the son of a ship's carver who began his career as a modeller in wax. He spent seven years in John Flaxman's studio, where he was acknowledged as the sculptor and artist's favourite and most devoted pupil. He later attended the Royal Academy Schools. He is perhaps best-known today for his full-length portrait study of Admiral Lord Nelson which was placed on Nelson's Column in Trafalgar Square. However, he also worked on several other important contemporary sculptural commissions including Marble Arch, some of the exterior work on Buckingham Palace, and several monuments in St Paul's Cathedral and Westminster Abbey. However, the sculpture that brought him to public notice and fame was his work *Eve at the Fountain*, first shown in 1818 at the Royal Academy.

Due to his popularity, many of Baily's works, including the offered lot, were reproduced in reduced edition sizes for the growing middle classes in 'Parian' porcelain. Baily also subsequently made busts taken from his model of Eve.



16 *

EMILY MARY OSBORN (BRITISH, 1828-1925)

A golden daydream
signed with monogram (lower left)
oil on canvas
53.5 x 91.5cm (21 1/16 x 36in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 19,000

Provenance

Anon. sale, Sotheby's, Belgravia, 18 April 1978, lot 88.

Exhibited

London, Royal Academy, 1877, no. 461 (as *Dreaming Awake*).
Birmingham Society of Artists, 1878, no. 431.

Literature

Art Journal, September 1877, p. 269.



Emily Mary Osborn was one of the pioneering generation of women who succeeded in their ambitions to be professional artists at a time when opportunities for women were limited. She is best-known now for her picture *Nameless and Friendless* of 1857 (Tate) perhaps the most famous Victorian painting depicting the fight for women's rights – it shows a melancholic widow selling a painting in an art-dealer's gallery amid the leering gaze of male customers and the unscrupulous dealer.

Emily was the daughter of a parish minister but as the eldest of nine siblings, his financial support of her artistic training was limited. Her mother, Mary was an amateur artist and also encouraged her daughter, 'and watched with pride the clever portraits Emily drew of her brothers and sisters' (*The Lady*, 2 September 1886). Emily's infancy was spent in Kentish Town in London but the family moved to West Tilbury when she was five and there was little opportunity for artistic expression. She later recalled having to resort to making her own paints using flower-petals from the garden soaked in methylated spirits. When the family moved back to London in 1842 Reverend Edward Osborn was able to pay for Emily to attend drawing classes at the Dickenson Academy on Maddox Street where she was taught by the artist John Mogford. After three months at the academy Rev. Osborn could no longer afford his daughter's lessons but one of the drawing-masters, James Mathews Leigh recognised her talent and offered to teach her privately. She exhibited her first picture at the Royal Academy in 1851 and she showed there every year until 1868 when her mother died and the devastated Emily ceased to paint for a few years. For

six months, she and one of her sisters devoted themselves to nursing the wounded soldiers of the Franco-Prussian War. Emily seems to have been in Germany studying until at least 1870 when she sent a painting to the Royal Academy in London from an address in Munich. She was certainly back in London by 1873 and had resumed her career as a successful artist. Her work was purchased by Queen Victoria and by a Mrs Sturgis who commissioned a life-sized portrait of herself and her children for a cost of 200 guineas. Emily was also supported by the artist Barbara Bodichon and Lady Burdett-Coutts both of whom commissioned portraits. Osborn signed the Declaration in Favour of Women's Suffrage in 1889, by which time she was a well-respected and venerable artist. She lived until she was ninety-seven, never marrying but living for many years with a woman named Mary Elizabeth Dunn in St John's Wood until her death in 1925.

The present picture was exhibited at the Royal Academy in 1877 as *Dreaming Awake*, described by the *Art Journal* as 'a figure subject showing a handsome young girl 'Dreaming Awake' in her hammock' (September 1877, p. 269) It was subsequently shown at the Birmingham Society of Artists the following year as *A Golden Day Dream*. The fashionably eclectic interior with the verdure tapestries, Persian carpets and exotic lilies, is typical of paintings of the Aesthetic Movement as is the languid subject of idle reverie. With this picture Osborn showed herself to be a versatile artist able to deviate from her usual subjects of portraiture, childhood or social adversity.



17 *

SOPHIE ANDERSON (FRENCH, 1823-1903)

The Studio

signed 'S. Anderson' (lower left)

oil on canvas

107 x 143.5cm (42 1/8 x 56 1/2in).

£30,000 - 50,000

€36,000 - 60,000

US\$38,000 - 63,000

Provenance

Anon. sale, Sotheby's, London, 14 February 1978, lot 153.

With Roy Miles Fine Paintings.

Exhibited

London, Royal Academy, 1885, no. 139.

Our knowledge of the career of Sophie Anderson (née Gengembre) depends principally on a brief entry in Ellen Clayton's *English Female Artists* published in 1876. She was born in Paris, the daughter of an eminent French architect and his English wife. Her childhood was spent in the French countryside and in Paris, but in about 1848 the family left for the United States, probably fleeing the political unrest that had broken out in Europe that year. In America she established a successful portrait practice and it was there that she met her husband, Walter Anderson, a painter of domestic subjects. In 1854 they moved to England, setting up house at 7 Harriet Cottages in Dalston, a semi-rural enclave off the Kingsland Road in Hackney. She exhibited at the Royal Academy from 1855, the majority of her paintings being subjects of children. Her painting *No Walk Today* of the late 1850s, is recognised as one of the most enduring and well-loved images of Victorian childhood – it was the centre-piece of the collection of Sir David and Lady Scott.



The Studio depicts a woman who has been posing for an artist and has apparently fallen asleep – the moment depicted is when she wakes and stretches from the slumber, reaching for the peacock-feathered-fan that has slipped from her fingers. The classical setting is virtually unique in Anderson's oeuvre, the only other example of note being *When the Heart is Young* (Sotheby's, New York, 20 April 2005, lot 211) which depicts a Roman mother and her children in a courtyard. The splendid Pompeiian interior of *The Studio* is a reflection of the contemporary fashion for Classical themes in art but also reflects Anderson's inspiration by the ruins at Pompeii which she must have visited following her move to Capri. She had lived on the island of Capri since 1871, seeking a warmer climate to improve her health but also inspiration from the beautiful island and its inhabitants who were used to posing for the many artists who flooded there. By 1885 Sophie and Walter were part of the artist's colony of Capri and Sophie tended to paint small, decorative pictures of the local children who had become used to earning money from the foreign artist who painted them. *The Studio* was a far more ambitious picture than most of those that Anderson painted at this time and its large size suggests that it was intended as a very serious attempt to establish herself as an artist of importance. It was sent from Capri to London as her only exhibit at the Royal Academy in 1885 and it should be regarded as one of her most important pictures.



18 * AR

CHARLES MARCH GERE (BRITISH, 1869-1957)

The Lady of Grey Days

signed with monogram and dated '97' (lower left)

gouache

42.5 x 32cm (16 3/4 x 12 5/8in).

£12,000 - 18,000

€14,000 - 22,000

US\$15,000 - 23,000

Provenance

Probably purchased *circa* 1897 by George Howard, 9th Earl of Carlisle, Naworth Castle, Cumbria.

Gifted by Rosalind, Dowager Countess of Carlisle, to her daughter, Lady Aurea Macleod, 4 October 1912.

Norham House, Cockermouth, Cumbria.

With Hartnoll & Eyre, London, October 1972.

Exhibition

London, The Barbican Art Gallery, *The Last Romantics, The Romantic Tradition in British Art, Burne-Jones to Stanley Spencer*, 1989, no. 91.

Literature

Exh. cat., ed. John Christian, *The Last Romantics, The Romantic Tradition in British Art, Burne-Jones to Stanley Spencer*, London, 1989, cat. no. 91, pp. 110-111, illustrated.

Country Life, 2 February 1989, p. 76, illustrated.

Martin Harrison and Bill Waters, *Burne-Jones*, London, 1979, no. 279, p. 185, illustrated.



The Lady of Grey Days was one of the stand-out exhibits included in the highly-important exhibition *The Last Romantics* in 1989, an exhibition which brought together many famous and forgotten artists who had been inspired by the Pre-Raphaelites long after the dimming of the glare of the Pre-Raphaelite Brotherhood. It featured on the advertising poster for the exhibition, displayed on many underground stations in London and was well-admired by many who saw the exhibition. However, few at that time would have heard of the artist who painted it, Charles March Gere.

Charles March Gere was born in Gloucester and spent most of his life in the Cotswolds, living from 1904 with his half-sister near Painswick Stroud. It was his time as a student and teacher at the Birmingham School of Art that was most formative and he became one of the Birmingham Group of artists, whose best-known collaboration was the decoration of Birmingham Town Hall around 1900. Many of this group of radical artists and teachers were inspired by the work of fellow Birmingham-born artist Edward Burne-Jones whose influence can be seen in *The Lady of Grey Days*. Like several of the artists of this group, Gere was talented in book-illustration, embroidery design, jewellery, stained-glass and metal-work. He later concentrated on landscape painting and his figurative pictures are rare, although he exhibited widely at the New Gallery, Society of Painters in Tempera, the New English Art Club and Art Worker's Guild as well as the more mainstream Royal Academy and Royal Watercolour Society.

A young woman in a silk medieval-style gown is carrying a silver chalice from which is spilling a few drops of liquid. It is clear like spring water rather than wine-dark like the potion-laced wine of Circe or Iseult. Perhaps she is the Damsel of the Sacred Grail painted by Rossetti and Burne-Jones, the guardian of the object of the quest of the Knights of the Round Table. Or perhaps she is intended to be a spirit of nature, whose cup contains the morning dew of a summer day. She is melancholic – as so many Pre-Raphaelite maidens are – and the presence of the swallows, synonymous with the sunshine of summer perhaps suggests that she is an allegory of sadness amid joy. The enigmatic nature of the painting is emphasised by the obtuse title, *The Lady of Grey Days*, the source of which is not known.

According to a label on the reverse of *The Lady of Grey Days*, it was given in 1912 by Rosalind, Dowager Countess of Carlisle to her youngest daughter Lady Aurea Macleod (1884-1972). Rosalind's husband, George Howard, 9th Earl of Carlisle was a talented artist and avid patron. He bought pictures by his contemporaries, Rossetti, Burne-Jones and Arthur Hughes but also supported the younger generation, including John Byam-Shaw, Charles Holroyd Henry Justice Ford and John Batten. Howard was also involved in the decoration of the East Corridor of the Palace of Westminster to which Gere's brother-in-law Arthur Payne also contributed. It seems likely that *The Lady of Grey Days* had been purchased by George Howard and given by his widow to her daughter following George's death in 1911 when Rosalind moved from Naworth Castle in Cumbria to a smaller residence nearby, Boothby.



19 *

SIR JOHN EVERETT MILLAIS, PRA (BRITISH, 1829-1896)

Il Penseroso

signed with monogram and dated '1887' (lower left)

oil on canvas

127 x 92cm (50 x 36 1/4in).

£100,000 - 150,000

€120,000 - 180,000

US\$130,000 - 190,000

Provenance

Bought from the artist by Charles Wertheimer, in partnership with Thomas McLean, 25 July 1887, along with two other paintings by Millais, for a total of £4,000.

Bought from Wertheimer by Arthur Tooth & Sons for Joseph Benjamin Robinson (later Sir Joseph Benjamin Robinson, Bart.), Dudley House, Park Lane, London, and Hawthornden House, Cape Town, along with seven other paintings by Millais, for a total of 20,000 guineas (bill receipted by Wertheimer, 24 June 1899, Tate Archive).

By descent to Robinson's grandson, by whom sold at Sotheby's Belgravia, 27 March 1973, lot 80, bought by 'N. Peel', £2,400.

To the present owner, by 1986.

Exhibited

London, Thomas McLean's Gallery, *Annual Exhibition of Oil Paintings by Artists of the British and Foreign Schools*, 1887, no. 30.

London, Royal Academy, *Works by the late Sir John Everett Millais, Bart., President of the Royal Academy*, 1898, no. 167.

London, St Jude's School House, Whitechapel, *Fine Art Exhibition*, 1898, no. 70

Literature

Daily Telegraph, 31 October 1887, p. 3.

Pall Mall Gazette, 31 October 1887, p. 4.

The Times, 31 October 1887, p. 8.

Magazine of Art, November 1887, p. vii.

Athenaeum, 5 November 1887, p. 609.

Graphic, 36, 5 November 1887, p. 503.

Illustrated London News, 12 November 1887, p. 556.

Portfolio, December 1887, p. 248.

Marion Harry Spielmann, *Millais and His Works. With special reference to the exhibition at the Royal Academy 1898 . . . With a Chapter "Thoughts on Our Art of To-Day" by Sir J. E. Millais, Bart., P.R.A.*, Edinburgh and London, 1898, pp. 139, 177 ('List of Oil Paintings', no. 288).

John Guille Millais, *The Life and Letters of Sir John Everett Millais, President of the Royal Academy*, London, 1899, vol. I, pp. 379–80, vol. II, pp. 286 (photograph of the head in an unfinished state).

Richard D. Altick, *Paintings from Books. Art and Literature in Britain, 1760–1900*, Columbus, Ohio, 1985, p. 372.







Study of Millais in his studio at 2 Palace Gate, Kensington. Rupert Potter.
Courtesy of Sir Geoffroy Millais Bt.

For John Everett Millais at this stage in his career, at the height of his fame and popularity, there was no more important part of his practice than the selection of striking models. The sixteen year-old Grace Evelyn Palliser, who posed for *Il Penseroso*, was the offspring of a remarkable couple whom Millais could claim to have brought together romantically. Her father was the Irish soldier, inventor, and politician Sir William Palliser, who developed the armour-piercing 'Palliser shot' and other technical innovations for guns and rifles. Her mother, born Hannah Perham (sometimes known as Anna), had in her youth been an artist's model herself. She posed for Millais's painting *Charlie is My Darling* (1864; private collection) and, as related by John Guille Millais in the biography of his father, 'whilst Millais was at work on this picture Sir William Palliser visited the studio, where he was much struck with the face of the lady as portrayed. He begged for and obtained an

introduction, and afterwards falling deeply in love with one another, she became Lady Palliser.' They married in 1868 and their daughter Grace, the model for *Il Penseroso*, was born on 20 December 1870.

The rest of the Pallisers' story was less happy. In 1882, when Grace was eleven years old, Sir William died of heart disease. He left his wife and now four children—Grace and her younger siblings, Sybil, May, and Hugh—not especially well provided for, although his brother Edward Palliser, a retired army officer, stepped in as the children's guardian. Perhaps Millais's decision to 'cast' Grace as a pensive figure dressed mostly in black had something to do with these family circumstances. He painted her in *Il Penseroso* and again in a work simply named after her, *Grace* (1890; Auckland Art Gallery Toi o Tāmaki, New Zealand). Records of her later life are scant. She never

married, and most likely continued to live with her mother in London until her mother's death in 1923. At the time of her own death in 1940, aged sixty-nine, she was a resident of Anglet, near Biarritz, in German-occupied France.

In *Il Penseroso* Millais presents Grace as a girl of her time with just a touch of eighteenth-century style in the *fichu* wrapped around her for modesty. The *fichu* was associated with the fashion and art of a bygone age of elegance, featuring, for instance, in Millais's eighteenth-century costume piece *The Gambler's Wife* (1868; private collection). Although the ensemble is a little fanciful, the elements of Grace's look—the lines of the figure, the hair, the choker, the lace evening gloves—are quite in keeping with 1880s fashion. This was how she would have posed for Millais in his luxurious studio on Palace Gate, Kensington, in the summer of 1887. Between sittings the photographer Rupert Potter (father of Beatrix) took shots of the painting in successive stages, prints of which are in the collection of the National Portrait Gallery. One showing just the head is dated 12 June; another showing the whole canvas is dated 2 July. An undated, presumably later photograph by Potter shows Millais himself sitting by the work, which is now framed and close to completion aside from the hollyhocks in the background.

As a companion piece to *Il Penseroso*, Millais painted *L'Allegro* (1887; private collection), which features a showily costumed young woman for whom his own daughter Sophie was the model. The paintings take their Italian titles from a pair of poems by the seventeenth-century poet John Milton. Though masculine, the words 'Il Penseroso' and 'L'Allegro' refer not to men but to moods, which Milton personifies as feminine. 'Il Penseroso' is an invocation to Melancholy—bidding the goddess of that humour to bring Peace, Quiet, Leisure, and Contemplation—and 'L'Allegro' to Mirth. When first exhibited, *Il Penseroso* was listed in the catalogue with the following lines from the poem:

*Come, pensive Nun, devout and pure,
Sober, steadfast, and demure,
All in a robe of darkest grain,
Flowing with majestic train,
And sable stole of Cyprus lawn,
Over thy decent shoulders drawn.*

As commentators of the time rightly remarked, the picture is but a loose fit to the poetry. Grace hardly comes across as a nun, and though drawn over her decent shoulders, her *fichu* is not a 'sable stole'.

A devoted lover of music, Millais would have been familiar with the Handel oratorio based on Milton's poems (1740). He would also have seen paintings by other artists illustrating them. Notable among such precedents were the pair by Charles West Cope (1848), part of the Sheepshanks Collection at the South Kensington Museum (now Victoria & Albert Museum), and a single work combining both subjects by John Callcott Horsley, given by Prince Albert to Queen Victoria as a Christmas present in 1850 (Royal Collection). Clearly Millais did not intend his paintings as illustrations of the poems in the same sense, however, or that his audience should take the titles too seriously. 'Il Penseroso' and 'L'Allegro' had become literary and artistic commonplaces, the go-to references for writers and artists describing a melancholy or cheerful mood—or the contrast between them—whether or not with any real connection to Milton's poetry. Indeed it is possible that Millais painted *Il Penseroso* and *L'Allegro* with no thought of Milton, simply as a pair of studies of attractive young

women in fetching outfits, and that the titles were applied after the fact, perhaps even made up by his dealers. Writing in 1898, the critic Marion Spielmann described *Il Penseroso* as 'a curiously incorrectly-titled picture of a lady who, besides, has little in common with Milton's thoughtful character'.

On 25 July 1887 Millais sold *Il Penseroso* to the dealer Charles Wertheimer, who bought the work with *L'Allegro* and *The Empty Nest* (1887; Lloyd-Webber Collection) for a total of £4,000. Wertheimer was the brother of Asher Wertheimer, a fellow dealer famous today for the portraits of him and his family by John Singer Sargent. One measure of Charles's success in business was his palatial home, 21 Norfolk Street in Mayfair, where he lived with his common-law wife, Sarah Hammond. There he made the dining-room his 'Millais Room', a changing display of the numerous paintings by Millais that he bought and sold in the 1880s and 90s. He also commissioned Millais to paint portraits of himself and Sarah Hammond, both of which are now in the Musée d'Orsay in Paris. Wertheimer had no gallery, preferring to deal privately from his home. In order to bring new acquisitions before the public, he would sometimes partner with Thomas McLean (commonly 'M'Lean' at the time), who did have a gallery—at 7 Haymarket, next door to the Theatre Royal—and mounted regular exhibitions there. *Il Penseroso* and *L'Allegro* made their debut at McLean's winter exhibition of 1887; it opened in October, with a one-shilling admission that included a copy of the catalogue. In a curious juxtaposition, they were hung either side of a full-face portrait of a lioness, *The Queen of the Forest*, by the French animal painter Rosa Bonheur.

The reviewers of the exhibition at McLean's dwelt on the sadness they sensed in the girl's demeanour. 'The sad and grief-worn girl who, negligently clad in black and white, so tearfully faces us is a touching and dignified figure,' wrote the critic of the *Pall Mall Gazette*. 'Round her full and dreamy eyes,' wrote the critic of the *Athenaeum* 'darkening rings bespeak a thoughtful, pensive mind that is long accustomed to brooding fancies and melancholy insight.' Several compared the merits of *Il Penseroso* favourably with those of *L'Allegro*, among them *The Times*: 'we prefer her sober sister, whose black dress with its simple white fichu is a masterpiece.' After describing *L'Allegro*, the critic of the *Graphic* added: 'The companion picture, representing a lady with a profoundly compassionate expression on her finely-formed face, standing in an attitude of extreme simplicity, is an infinitely better work.' *The Daily Telegraph* commented: 'The wistfully, sad, pleading girl in the black dress, with a white fichu . . . appeals to us with some silent sorrow that we can all imagine for ourselves . . . Both pictures are painted in the strong, decisive, vigorous fashion characteristic of the painter's latter method, in which, having something to assert in form and colour, he asserts it clearly and unmistakably.'

Charles Wertheimer kept *Il Penseroso* and *L'Allegro* for twelve years before selling them. After the Millais retrospective exhibition at the Royal Academy in 1898, to which he lent the ten works by Millais still in his possession, he sold all except the portraits of himself and Sarah Hammond to another dealer, Arthur Tooth & Sons, for 20,000 guineas. Tooth's were acting on behalf of the South African mining magnate Joseph Benjamin Robinson. Both paintings remained in the Robinson Collection until sold by descendants in the 1970s.

We are grateful to Dr Malcolm Warner, independent art historian, for compiling this catalogue entry. Dr Warner is currently completing a *catalogue raisonné* of Millais's works.

20 *

AFTER JEAN JACQUES PRADIER

Night

Probably third quarter 19th century, a carved white marble figure of an allegorical semi-clad maiden floating upon swirling cloud above a putto holding a floral garland and holding aloft a cloak above her head with raised right hand, her left hand shielding her face, raised on an oval cloud base and conforming moulded oval socle plinth.

84cm high, 19.5cm wide, 26cm deep, together with a composition pedestal of column form, 51cm high, 29cm diameter approximately

£6,000 - 8,000

€7,200 - 9,600

US\$7,500 - 10,000

James Pradier first explored the theme of Night and its pendant, Day, in his works *Étoile du Berger, La Nuit (Morning Star, The Night)* and *Étoile du Berger, Le Jour (Morning Star, The Day)* 1846. He also produced a near identical pair, *La Nuit (The Night)* and *Le Jour (The Day)* and these are attributed to him by Lapaire, in his publication *James Pradier (1790-1852) and French Sculpture of the Romantic Generation*, (Milan, 2010, p. 358 no. 292-293 and p. 440-441, no. 538-539). These works were all likely inspired by the sculptor Joseph-Michel-Ange Pollet, who presented a large plaster group, *Une Heure de la Nuit (An Hour of the Night)*, (no. 4875 at the 1848 Salon) featuring comparable graceful curves to Pradier's compositions.

The studio of the sculptor Pietrò Franchi who was active in Carrara during the third quarter of the 19th century, specialised in marble reproductions of both classical sculptures and acclaimed contemporary works and is known to have copied works by Pradier in the 1860's and it is possibly that the offered lot may be one of these reproductions.



21 *

**SIR WILLIAM SAMUEL HENRY LLEWELLYN, PRA, RBA, RI
(BRITISH, 1858-1941)**

Summer in the garden
signed and dated 'W Llewellyn. 1902.' (upper left)
oil on canvas
61 x 46cm (24 x 18 1/8in).

£8,000 - 12,000

€9,600 - 14,000

US\$10,000 - 15,000

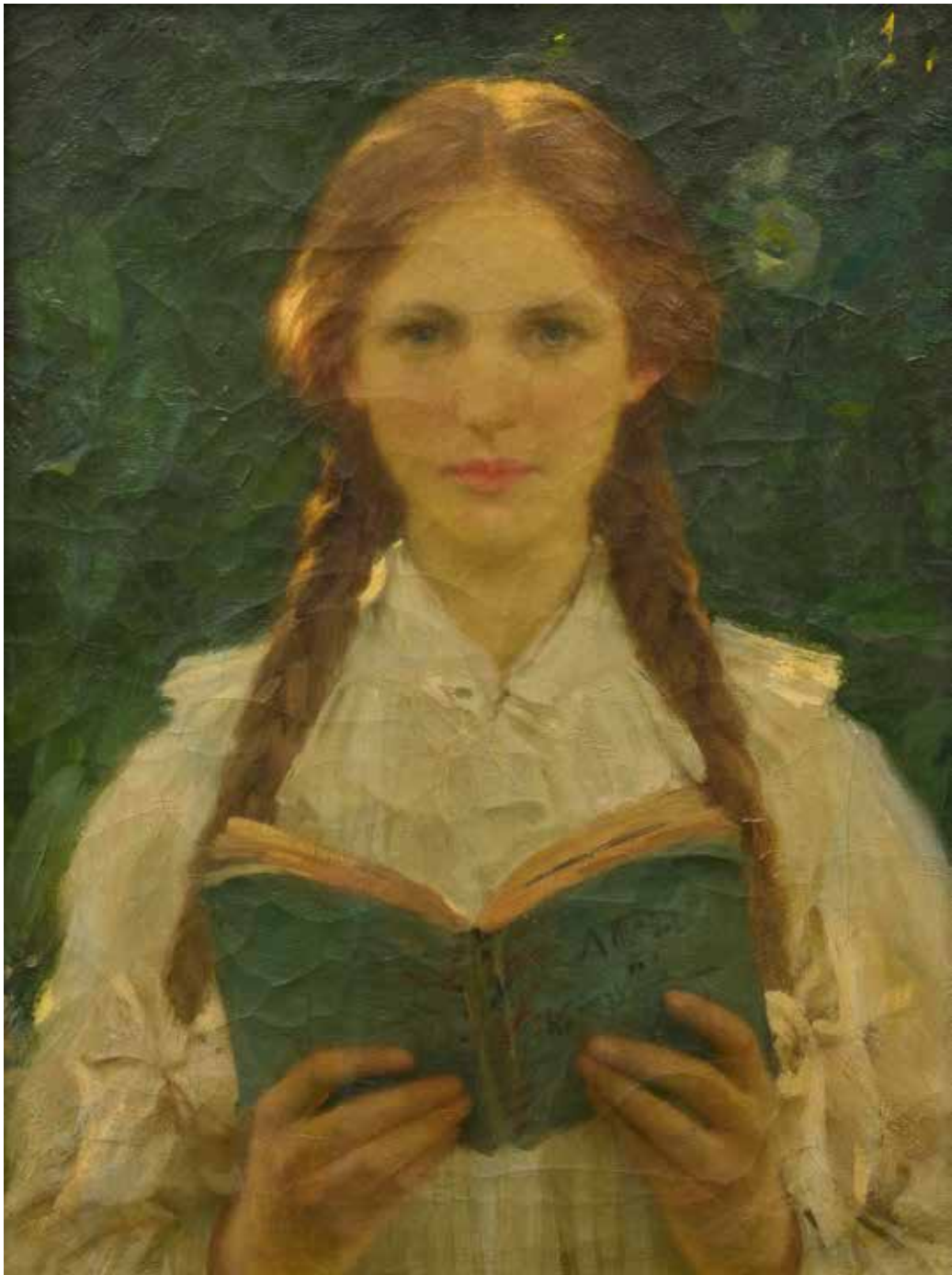
Provenance

Anon. sale, Sotheby's, Belgravia, 12 December 1972.

Born in Cirencester, Llewellyn's early artistic training took place at the National Art Training School under Sir Edward John Poynter, before a spell in Paris in the *atelier* of Jules Lefebvre, among others.

Llewellyn's early exhibited works show an interest in landscape and *plein air* painting; while he is listed with a London address, Llewellyn clearly travelled widely, producing work in Walberswick (1886-7), Newlyn (1888) and St Ives (1892), where there were artists colonies working during this period, and visiting coastal towns such as Whitby (1893-4).

By the early 1900s, Llewellyn worked predominantly as a portrait painter, in a more conservative style, typified by his state portrait of *Queen Mary* (RA, 1912, no. 150). A prolific exhibitor, his work was shown at the Royal Academy from 1884, as well as the Royal Society of British Artists, the Grosvenor Gallery, and the New English Arts Club. He served as President of the Royal Academy from 1928-1938, and as Trustee of the National Gallery, from 1933-40.





22 *

THOMAS EDWIN MOSTYN, ROI, RWA, RCA (BRITISH, 1864-1930)

Geraldine May Russell Allen, age 5
signed and dated 'TOM MOSTYN 1898' (lower left); further signed, inscribed and dated 'GERALDINE MAY RUSSELL ALLEN/AGE 5 years/PAINTED BY/TOM MOSTYN -1898/LANCASHIRE' (on the reverse) and signed and inscribed (on fragments of artist's label attached to the stretcher)

oil on canvas

122 x 91.5cm (48 1/16 x 36in).

£2,000 - 3,000

€2,400 - 3,600

US\$2,500 - 3,800

Provenance

Anon. sale, Sotheby's, Belgravia, 2 October 1979, lot 198.



23 *

ISAAC SNOWMAN (BRITISH, 1874-1947)

A letter of love
signed and dated 'I Snowman/1909' (lower left)
oil on canvas
61 x 50cm (24 x 19 11/16in).

£4,000 - 6,000

€4,800 - 7,200

US\$5,000 - 7,500

Provenance

Anon. sale, Sotheby's, Belgravia, 18 September 1973, lot 181.



24 *

**SIR WILLIAM SAMUEL HENRY LLEWELLYN, PRA, RBA, RI
(BRITISH, 1858-1941)**

Miss Netta Holleeone

signed and dated 'W.Llewellyn - Pinxit./1889-90' (upper right) and inscribed 'NETTA' (upper left); further signed, inscribed and dated 'PORTRAIT OF MISS NETTA HOLLEEONE/W.Llewellyn./1890' (on the reverse)

oil on canvas

152 x 92cm (59 13/16 x 36 1/4in).

£5,000 - 7,000

€6,000 - 8,400

US\$6,300 - 8,800

Provenance

Anon. sale, Sotheby's, Belgravia, 1 February 1972, lot 50.



25 *

FRED HALL (BRITISH, 1860-1948)

Ruth, portrait of a girl in a green dress
signed and dated 'Fred Hall/1909' (lower right) and inscribed 'RUTH'
(upper left)

oil on canvas

134.5 x 74cm (52 15/16 x 29 1/8in).

£3,000 - 5,000

€3,600 - 6,000

US\$3,800 - 6,300

Provenance

Anon. sale, Sotheby's, Belgravia, 6 February 1973, lot 196.

26 * TP

RANDOLPH ROGERS (AMERICAN, 1825-1892)

Ruth gleaning

A carved white marble figure, the crouching young woman semi-clad in drapery holding a sheaf of wheat over her left arm, her right hand raised, her face turned to sinister, her wavy hair trailing down her left shoulder, kneeling on a circular naturalistic base, on shallow circular plinth, signed to the front right hand side 'Randolph Rogers Rome', and with later applied gilt brass presentation tablet inscribed 'Ruth Gleaning, RANDOLPH ROGERS 1825-1892'.

91cm high, 46cm wide, 44cm deep approximately, raised on a contemporary breche violette marble and cream variegated onyx or breche oniciata column pedestal, the moulded circular top above a plain shaft on conforming base, 99cm high, 48m diameter approximately

£18,000 - 25,000

€22,000 - 30,000

US\$23,000 - 31,000

Born in Waterloo, New York, and famed for his neo-classical works, Rogers moved to Ann Arbor, Michigan, as a child. Initially pursuing wood engraving, he struggled to find work in New York City and took a job as a clerk. His employers, recognising his artistic talent, funded his studies in Florence, Italy, where he briefly trained under Lorenzo Bartolini. In 1851, Rogers established a studio in Rome, where he remained until his death. One of his earliest significant works was *Ruth Gleaning*, dating from 1853, which is the subject of the offered lot. Inspired by the biblical figure of Ruth collecting grain in the fields, the statue was met with great acclaim, and his studio produced up to twenty marble replicas. Like many of his sculptures, Rogers created the original in another material, while skilled Italian artisans in his studio carved the final marble versions under his supervision.

The success of *Ruth Gleaning* helped establish Rogers' reputation, leading to further commissions, including *Nydia, the Blind Flower Girl of Pompeii* dating from 1853-54, which became even more popular. His career expanded into large-scale public monuments, such as the *Columbus Doors* for the U.S. Capitol and several Civil War memorials.

Rogers was the first American elected to Italy's Accademia di San Luca in 1873, and he was later knighted by King Umberto I in 1884. Tragically, a stroke in 1882 ended his career, and he passed away in 1892. He left his papers and plaster casts of his works to the University of Michigan, and a version of *Ruth Gleaning* is housed in the Metropolitan Museum of Art in New York City.





27 *

FREDERICK GOODALL, RA (BRITISH, 1822-1904)

Mater Dolorosa

signed with monogram and dated '1868' (lower left)

oil on canvas

107 x 76cm (42 1/8 x 29 15/16in).

£4,000 - 6,000

€4,800 - 7,200

US\$5,000 - 7,500

Provenance

The collection of the Marquis de Santurce.

Anon. sale, Sotheby's, Belgravia, 11 March 1975, lot 72.

Exhibited

London, Royal Academy, 1868, no. 284.



28 *

JOHN VARLEY, JNR. (BRITISH, 1850-1933)

On the mosque steps

oil on panel

24 x 13.5cm (9 7/16 x 5 5/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 1,900

Provenance

Anon. sale, Sotheby's, Belgravia, 18 September 1973, lot 127.

29 *

WILLIAM HATHERELL (BRITISH, 1855-1928)

The Elopement – Tess of the d'Urbervilles

signed 'W.HATHERELL' (lower right)

oil on canvas

91 x 137cm (35 13/16 x 53 15/16in).

£10,000 - 15,000

€12,000 - 18,000

US\$13,000 - 19,000

Provenance

Anon. sale, Sotheby's, Belgravia, 2 October 1979, lot 164.

The present presents a scene from Thomas Hardy's iconic novel of 1891; the image was used at the cover illustration of the novel, part of the Broadview Editions series, published in 2017.

Trained at the Royal Academy Schools, William Hatherell made a successful career as a magazine and book illustrator, working for *The Graphic*, *Harper's Magazine*, *Scribner's Magazine* and other publications; he produced images for works by Shakespeare, Robert Louis Stevenson and Hardy - Hardy was so appreciative that he wrote a letter of appreciation to Hatherell and had a complete set of the artist's illustrations for *Jude the Obscure* framed in his study. He was a member of the RI, the ROI and the RWA, and became a member of the Langham Sketching Club.

The author of an article on Hatherell noted that the artist 'became noted for his refusal to be pressured into hasty work ... he used models, often carefully posed in his backyard garden (carefully cultivated in Georgian style), or in his modern studio. This familiarity with models and backdrops may be the reason for the kind of illustration Hatherell customarily created: "He always tried to make a picture instead of a mere photographic illustration. He would never be led into the production of a diagrammatic drawing of unnecessary detail -- a kind of jig-saw puzzle of 'little bits.' He always had the painter's appreciation of colour, the sense of the values of broad masses, and a feeling for atmosphere."¹

¹quoted in 'W. Hatherell and His Work' from *The Art of the Illustrator*, London, 1918.







30 *AR

ARTHUR A. DIXON (BRITISH, 1872-1959)

Sand builders

signed and dated 'ARTHUR A. DIXON. 1909.' (lower right); inscribed with title (on artist's label attached to the stretcher)

oil on canvas

122 x 63.5cm (48 1/16 x 25in).

£4,000 - 6,000

€4,800 - 7,200

US\$5,000 - 7,500

Provenance

Anon. sale, Sotheby's, Belgravia, 10 June 1975, lot 118.

Exhibited

London, Royal Academy, 1909, no. 22.

Literature

Royal Academy Pictures, 1909, p.133.



31 *

ELEANOR FORTESCUE-BRICKDALE, RWS (BRITISH, 1872-1945)

All service ranks the same with God
signed with initials 'EFB' (lower right)
watercolour
48 x 23cm (18 7/8 x 9 1/16in).

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 1,900

Provenance

With Dowdeswell & Dowdeswells Ltd., London.
Anon. sale, Sotheby's, Belgravia, 10 April 1973, lot 44.

**All service ranks the same with God:
If now, as formerly he trod
Paradise, his presence fills
Our earth, each only as God wills
Can work—God's puppets,
best and worst,
Are we; there is no last nor first.**

It has been suggested that Brickdale took her inspiration for this work from the famous line of Robert Browning's poem *Pippa Passes*. In Brickdale's version a young man cleaning the floor is reduced to tears as the Knights ride by, off on a crusade which he dreams of joining.



32 *

THOMAS COOPER GOTCH (BRITISH, 1854-1931)

Tristesse Belges, 1915

oil on canvas

51 x 41cm (20 1/16 x 16 1/8in).

£1,500 - 2,000

€1,800 - 2,400

US\$1,900 - 2,500



33 *

THOMAS MATTHEWS ROOKE (BRITISH, 1842-1942)

Madonna and Child
signed 'T.M.Rooke' (lower right)
watercolour
22.5 x 29.5cm (8 7/8 x 11 5/8in).

£700 - 1,000
€840 - 1,200
US\$880 - 1,300

Provenance

Anon. sale, Sotheby's, Belgravia, 15 January 1974, lot 53.

As well as being a watercolourist in his own right, Thomas Matthews Rooke was a long-time studio assistant of Sir Edward Coley Burne-Jones, and was commissioned by John Ruskin to make architectural drawings in Italy. Here, Rooke takes for inspiration the Madonna and Child subject often used by Giovanni Battista Salvi, called Sassoferrato (1609-1685), an example of which can be found in Galleria Corsini, Rome.



34 *

EDWARD GEORGE HANDEL LUCAS (BRITISH, 1861-1936)

Foes in the guise of friends

signed and dated 'E. G. HANDEL.LUCAS 1913' (upper left); further signed, titled and dated 'FOES IN THE GUISE OF FRIENDS/By E. G. HANDEL. LUCAS 1913' (on the reverse)

oil on panel

31.5 x 45cm (12 3/8 x 17 11/16in).

£2,000 - 3,000

€2,400 - 3,600

US\$2,500 - 3,800

Provenance

Miss Cecil Lucas, the artist's daughter.

Sale, Sotheby's, Belgravia, 20 June 1972, lot 108.

With Richard Green, London.

Exhibited

London, Royal Institute of Oil Painters (according to label attached to the reverse).



35 *

HEBERT IZANT OF CROYDON (BRITISH, FL. 1880-1898)

A festive gathering
signed with monogram (lower right)
oil on board
25.5 x 30.5cm (10 1/16 x 12in).

£500 - 700

€600 - 840

US\$630 - 880

Provenance

Anon. sale, Sotheby's, Belgravia, 9 July 1974, lot 116.

Exhibited

London, Royal Academy, 1891, no. 802.



36 *

CHARLES DANIEL WARD, ROI (BRITISH, 1872-1935)

The Frolic

signed and dated 'CHAS. D. WARD 1920' (lower left); further signed,

titled and indistinctly inscribed with artist's address 'The Frolic £25/

Chas. D. Ward/---' (in pencil on the reverse)

oil on board

25 x 35cm (9 13/16 x 13 3/4in).

£800 - 1,200

€960 - 1,400

US\$1,000 - 1,500



37 *

SIR ERNEST ALBERT WATERLOW, RA, PRWS (BRITISH, 1850-1919)

A country road, valley of the Somme
signed 'EAWaterlow' (lower left)

oil on canvas

144.5 x 106cm (56 7/8 x 41 3/4in).

£3,000 - 5,000

€3,600 - 6,000

US\$3,800 - 6,300

Provenance

With The Fine Art Society, London, 1920, no. 15.

Anon. sale, Christie's, 11 June 1933, lot 85.

Anon. sale, Sotheby's, Belgravia, 24 October 1972, lot 122.

Exhibited

London, Royal Academy, 1919, no. 211.



38 *

WILLIAM MELLOR (BRITISH, 1851-1931)

Pecca Foss, Ingleton; Falls on The Ledd, North Wales
 a pair, each signed 'William Mellor' (one lower left, the other lower right); each inscribed with title (on the reverse)
 oil on canvas
 each 61 x 41cm (24 x 16 1/8in). (2)

£1,000 - 1,500

€1,200 - 1,800

US\$1,300 - 1,900

END OF SALE



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MARIE SPARTALI STILLMAN (1844-1927)

Rachel

watercolour and gouache with gum arabic

68.6 x 61cm (27 x 24in)

£100,000 - 150,000 *

From the Collection of Joseph M. Van Horn

* For details of the charges payable in addition to the final hammer price, please visit bonhams.com/buyersguide

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REMBRANDT BUGATTI (1884-1916)

Petit léopard marchant

signed 'R. Bugatti.', stamped with the foundry mark 'Cire perdue A.A. Hébrard' and numbered '(A.3)' (to the base)
bronze with nuanced black patina
19 x 49cm (7 1/2 x 19 5/16in).

£220,000 - 350,000 *

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PIETER BRUEGHEL THE YOUNGER (ANTWERP 1564-CIRCA 1538)

The Wedding Dance outside

signed 'f.P.BREVGHEL' (lower left, strengthened)
oil on panel

41.5 x 55.1cm (16 5/16 x 21 11/16in).

€300,000 - 500,000

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Bidding by telephone

If you wish to bid at the *Sale* by telephone, and have pre-registered to bid or have updated your existing registration details recently, please complete a Registration and Bidding Form, which is available from our offices or in the *Catalogue*. Please then return it to the office responsible for the *Sale* at least 24 hours in advance of the *Sale*. It is your responsibility to check with our Bids Office that your bid has been received. Telephone calls will be recorded. The telephone bidding facility is a discretionary service offered at no additional charge and may not be available in relation to all *Lots*. We will not be responsible for bidding on your behalf if you are unavailable at the time of the *Sale* or if the telephone connection is interrupted during bidding. Please contact us for further details.

Bidding by post or fax

Absentee Bidding Forms can be found in the back of this *Catalogue* and should be completed and sent to the office responsible for the *Sale*, once you have pre-registered to bid or have updated your existing registration details recently. It is in your interests to return your form as soon as possible, as if two or more *Bidders* submit identical bids for a *Lot*, the first bid received takes preference. In any event, all bids should be received at least 24 hours before the start of the *Sale*. Please check your *Absentee Bidding Form* carefully before returning it to us, fully completed and signed by you. It is your responsibility to check with our Bids Office that your bid has been received. This additional service is complimentary and is confidential. Such bids are made at your own risk and we cannot accept liability for our failure to receive and/or place any such bids. All bids made on your behalf will be made at the lowest level possible subject to *Reserves* and other bids made for the *Lot*. Where appropriate your bids will be rounded down to the nearest amount consistent with the *Auctioneer*’s bidding increments. New *Bidders* must also provide proof of identity and address when submitting bids. Failure to do this will result in your bid not being placed.

Bidding via the internet

In order to bid online in a *Sale*, you must be 18 or over and you must register to bid via the Bonhams App or www.bonhams.com. Once you have registered, you should keep your account details strictly confidential and not permit any third party to access your account on your behalf or otherwise. You will be liable for any and all bids made via your account. Please note payment must be made from a bank account in the name of the registered bidder.

Individuals: Enter your full name, email, residential address, date of birth and nationality and provide a valid credit card in your name which will be verified via Stripe before you are able to bid. If your credit card fails verification, you will not be permitted to bid and you should contact Client Services for assistance. We may in addition request a financial reference and/or deposit from you prior to letting you bid. If you are bidding as agent on behalf of another party, you agree: (i) to disclose this fact to Client Services; (ii) to provide such information as we require to enable us to complete our identification and anti-money laundering checks on that third party; and (iii) where your bid is successful, you are jointly and severally liable with that other party for the full amounts owing for the successful bid. Where you are the successful bidder for any lot with a hammer price equal to or in excess of £5,000/\$10,000/HKD50,000/AUS\$10,000 depending on the jurisdiction and currency of the *Sale*, and if you have not provided such documents previously, you will be required to upload or provide to Client Services your Government issued photo ID and (if not on the ID) proof of your

address before the lot can be released to you. We reserve the right to request ID documentation from any bidder or successful buyer regardless of these thresholds and to refuse to release any purchased lot until such documentation is provided.

Companies: You must select the option to set up a business account and then provide your full name, email, residential address, date of birth and the full name of the company. You must provide a credit card for verification either in your name or the name of the company but payment must be made from an account in the company's name. If your credit card fails verification, you will not be permitted to bid and please contact Client Services for assistance. We may in addition require a bank reference or deposit prior to letting you bid. For all successful bids, we require the company's Certificate of Incorporation or equivalent documentation confirming the company's name and registered address, documentary proof of each beneficial owner owning 25% or more of the company, and proof of your authority to transact before the lot can be released to you.

We reserve the right to request any further information from any bidder that we may require in order to carry out any identification, anti-money laundering or anti-terrorism financing checks conducted by us. We may at our discretion postpone or cancel your registration, not permit you to bid and/or postpone or cancel completion of any purchase you may make.

Bidding through an agent

Bids will be treated as placed exclusively by and on behalf of the person named on the *Bidding Form* unless otherwise agreed by us in writing in advance of the Sale. If you wish to bid on behalf of another person (your principal) you must complete the pre-registration requirements set out above both on your own behalf and with full details of your principal, and we will require written confirmation from the principal confirming your authority to bid.

You are specifically referred to your due diligence requirements concerning your principal and their source of funds, and the warranties you give in the event you are the Buyer, which are contained in paragraph 3 of the Buyer's Agreement, set out at Appendix 2 at the back of the Catalogue.

Nevertheless, as the *Bidding Form* explains, any person placing a bid as agent on behalf of another (whether or not he has disclosed that fact) will be jointly and severally liable with the principal to the Seller and to Bonhams under any contract resulting from the acceptance of a bid. Equally, please let us know if you intend to nominate another person to bid on your behalf at the Sale unless this is to be carried out by us pursuant to a Telephone or Absentee *Bidding Form* that you have completed. If we do not approve the agency arrangements in writing before the Sale, we are entitled to assume that the person bidding at the Sale is bidding on his own behalf. Accordingly, the person bidding at the Sale will be the Buyer and will be liable to pay the *Hammer Price* and *Buyer's Premium* and associated charges. If we approve the identity of your client in advance, we will be in a position to address the invoice to your principal rather than you. We will require proof of the agent's client's identity and residence in advance of any bids made by the agent on his behalf. Please refer to our *Conditions of Business* and contact our Customer Services Department for further details.

Bonhams undertakes Customer Due Diligence (CDD) into its Sellers and Buyers as required by the Money Laundering, Terrorist Financing and Transfer of Funds (Information on the Payer) Regulations 2017 ("the Regulations"). Bonhams' interpretation of the Regulations and Treasury Approved industry Guidance is that CDD under the Regulations is not required by Buyers into Sellers at Bonhams auctions or vice versa.

6. CONTRACTS BETWEEN THE BUYER AND SELLER AND THE BUYER AND BONHAMS

On the Lot being knocked down to the Buyer, a *Contract for Sale* of the Lot will be entered into between the Seller and the Buyer on the terms of the *Contract for Sale* set out in Appendix 1 at the back of the Catalogue. You will be liable to pay the *Purchase Price*, which is the *Hammer Price* plus any applicable VAT. At the same time, a separate contract is also entered into between us as Auctioneers and the Buyer. This is our *Buyer's Agreement*, the terms of which are set out in Appendix 2 at the back of the Catalogue. Please read the terms of the *Contract for Sale* and our *Buyer's Agreement* contained in the Catalogue in case you are the successful Bidder including the warranties as to your status and source of funds. We may change the terms of either or both of these agreements in advance of their being entered into, by setting out different terms in the Catalogue and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or by oral announcements before and during the Sale. It is your responsibility to ensure you are aware of the up to date terms of the Buyer's Agreement for this Sale.

7. BUYER'S PREMIUM AND OTHER CHARGES PAYABLE BY THE BUYER

Under the *Buyer's Agreement*, a premium (the *Buyer's Premium*) is payable to us by the Buyer in accordance with the terms of the *Buyer's Agreement* and at rates set out below, calculated by reference to the *Hammer Price* and payable in addition to it.

For this Sale the following rates of *Buyer's Premium* will be payable by Buyers on each Lot purchased:

28% of the *Hammer Price* on the first £40,000; plus
27% of the *Hammer Price* from £40,001 and up to £800,000; plus
21% of the *Hammer Price* from £800,001 and up to £4,500,000; plus
14.5% of the *Hammer Price* above £4,500,000

A 3rd party bidding platform fee of 4% of the Hammer Price for Buyers using the following bidding platforms will be added to the invoices of successful Buyers – Invaluable; Live Auctioneers; The Saleroom; Lot-tissimo.

Storage and handling charges may also be payable by the Buyer as detailed on the specific Sale Information page at the front of the catalogue.

The *Buyer's Premium* and all other charges payable to us by the Buyer are subject to VAT at the prevailing rate, currently 20%.

VAT may also be payable on the *Hammer Price* of the Lot, where indicated by a symbol beside the Lot number. See paragraph 8 below for details.

On certain Lots, which will be marked "AR" in the Catalogue and which are sold for a *Hammer Price* of £1,000 or greater, the *Additional Premium* will be payable to us by the Buyer to cover our *Expenses* relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended. The *Additional Premium* will be a percentage of the amount of the *Hammer Price* calculated in accordance with the table below, and shall not exceed £12,500.

<i>Hammer Price</i>	Percentage amount
From £0 to £50,000	4%
From £50,000.01 to £200,000	3%
From £200,000.01 to £350,000	1%
From £350,000.01 to £500,000	0.5%
Exceeding £500,000	0.25%

8. VAT

The prevailing rate of VAT at the time of going to press is 20%, but this is subject to government change and the rate payable will be the rate in force on the date of the Sale.

The following symbols, shown beside the Lot number, are used to denote that VAT is due on the *Hammer Price* and *Buyer's Premium*:

- † VAT at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- Ω VAT on imported items at the prevailing rate on *Hammer Price* and *Buyer's Premium*
- * VAT on imported items at a preferential rate of 5% on *Hammer Price* and the prevailing rate on *Buyer's Premium*
- G Gold bullion exempt from VAT on the *Hammer Price* and subject to VAT at the prevailing rate on the *Buyer's Premium*
- Zero rated for VAT, no VAT will be added to the *Hammer Price* or the *Buyer's Premium*
- α Buyers from within the UK: VAT is payable at the prevailing rate on just the *Buyer's Premium* (NOT the *Hammer Price*). Buyers from outside the UK: VAT is payable at the prevailing rate on both *Hammer Price* and *Buyer's Premium*. If a Buyer, having registered under a non-UK address, decides that the item is not to be exported from the UK, then he should advise Bonhams immediately.

In all other instances no VAT will be charged on the *Hammer Price*, but VAT at the prevailing rate will be added to *Buyer's Premium* which will be invoiced on a VAT inclusive basis.

9. PAYMENT

It is of critical importance that you ensure that you have readily available funds to pay the *Purchase Price* and the *Buyer's Premium* (plus VAT and any other charges and *Expenses* to us) in full before making a bid for the Lot. If you are a successful Bidder, payment will be due to us by 4.30 pm on the second working day after the Sale so that all sums are cleared by the eighth working day after the Sale. Payments made by anyone other than the registered Buyer will not be accepted. Bonhams reserves the right to vary the terms of payment at any time.

Bonhams' preferred payment method is by bank transfer.

You may electronically transfer funds to our Account. If you do so, please quote your paddle number and invoice number as the reference. Our Account details are as follows:

Bank: National Westminster Bank Plc
Address: PO Box 4RY
250 Regent Street
London W1A 4RY
Account Name: Bonhams 1793 Limited
Account Number: 25563009
Sort Code: 56-00-27
IBAN Number: GB 33 NWBK 560027 25563009

If paying by bank transfer, the amount received after the deduction of any bank fees and/or conversion of the currency of payment to pounds sterling must not be less than the sterling amount payable, as set out on the invoice.

Payment may also be made by one of the following methods:

Debit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and debit cards issued by Visa and MasterCard only). There is no limit on payment value if payment is made in person using Chip & Pin verification.

Payment by telephone may also be accepted up to £5,000, subject to appropriate verification procedures. If the amount payable by you for Lots exceeds that sum, the balance must be paid by other means.

Credit cards issued in the name of the Buyer (including China Union Pay (CUP) cards and credit cards issued by Visa and MasterCard only). There is a £5,000 limit on payment value if payment is made in person using Chip & Pin verification.

It may be advisable to notify your debit or credit card provider of your intended purchase in advance to reduce delays caused by us having to seek authority when you come to pay.

Note: only one debit or credit card may be used for payment of an account balance. If you have any questions with regards to card payments, please contact our Customer Services Department.

We reserve the rights to investigate and identify the source of any funds received by us, to postpone completion of the sale of any Lot at our discretion while we complete our investigations, and to cancel the Sale of any Lot if you are in breach of your warranties as Buyer, if we consider that such Sale would be unlawful or otherwise cause liabilities for the Seller or Bonhams, or would be detrimental to Bonhams' reputation.

10. COLLECTION AND STORAGE

The Buyer of a Lot will not be allowed to collect it until payment in full and in cleared funds has been made (unless we have made a special arrangement with the Buyer). For collection and removal of purchased Lots, please refer to Sale Information at the front of the Catalogue. Our offices are open 9.00am – 5pm Monday to Friday. Details relating to the collection of a Lot, the storage of a Lot and our Storage Contractor after the Sale are set out in the Catalogue.

11. SHIPPING

For information and estimates on domestic and international shipping as well as export licenses please contact Alban Shipping on +44 (0) 1582 493 099 enquiries@albanshipping.co.uk

12. EXPORT/TRADE RESTRICTIONS

It is your sole responsibility to comply with all export and import regulations relating to your purchases and also to obtain any relevant export and/or import licence(s). Export licences are issued by Arts Council England and application forms can be obtained from its Export Licensing Unit. The detailed provisions of the export licensing arrangements can be found on the ACE website <http://www.artscouncil.org.uk/what-we-do/supporting-museums/cultural-property/export-controls/export-licensing/> or by phoning ACE on +44 (0)20 7973 5188. The need for import licences varies from country to country and you should acquaint yourself with all relevant local requirements and provisions. The refusal of any import or export licence(s) or any delay in obtaining such licence(s) shall not permit the rescission of any Sale nor allow any delay in making full payment for the Lot. Generally, please contact our shipping department before the Sale if you require assistance in relation to export regulations.

13. CITES REGULATIONS

Please be aware that all Lots marked with the symbol Y are subject to CITES regulations when exporting these items outside the UK. These regulations may be found at:

<https://www.gov.uk/guidance/apply-for-cites-permits-and-certificates-to-trade-endangered-species/how-to-apply> or may be requested from:

Enquiries: wildlife.licensing@apha.gov.uk

Applications: CITESapplication@apha.gov.uk

Address: UK CITES Management Authority

Centre for International Trade

Horizon House, Deanery Road, Bristol BS1 5AH

The refusal of any CITES licence or permit and any delay in obtaining such licences or permits shall not give rise to the rescission or cancellation of any Sale, nor allow any delay in making full payment for the Lot.

14. THE SELLERS AND/OR BONHAMS' LIABILITY

Other than any liability of the Seller to the Buyer of a Lot under the Contract for Sale, neither we nor the Seller are liable (whether in negligence or otherwise) for any error or misdescription or omission in any Description of a Lot or any Estimate in respect of it, whether contained in the Catalogue or otherwise, whether given orally or in writing and whether given before or during the Sale. Neither we nor the Seller will be liable for any loss of Business, profits, revenue or income, or for loss of reputation, or for disruption to Business or wasted time on the part of management or staff, or for indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract (if any) or statutory duty, restitutionary claim or otherwise. In any circumstances where we and/or the Seller are liable in relation to any Lot or any Description or Estimate made of any Lot, or the conduct of any Sale in relation to any Lot, whether in damages, for an indemnity or contribution, or for a restitutionary remedy or otherwise, our and/or the Seller's liability (combined, if both we and the Seller are liable) will be limited to payment of a sum which will not exceed by way of maximum the amount of the Purchase Price of the Lot irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract (if any) or statutory duty or otherwise. Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) our liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or by the negligence of any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law or (v) our undertakings under paragraphs 9 (in relation to specialist Stamp or Book Sales only) and 10 of the Buyer's Agreement. The same applies in respect of the Seller, as if references to us in this paragraph were substituted with references to the Seller.

15. BOOKS

As stated above, all Lots are sold on an "as is" basis, subject to all faults, imperfections and errors of Description save as set out below. However, you will be entitled to reject a Book in the circumstances set out in paragraph 11 of the Buyer's Agreement. Please note that Lots comprising printed Books, unframed maps and bound manuscripts are not liable to VAT on the Buyer's Premium.

16. CLOCKS AND WATCHES

All *Lots* are sold "as is", and the absence of any reference to the condition of a clock or watch does not imply that the *Lot* is in good condition and without defects, repairs or restorations. Most clocks and watches have been repaired in the course of their normal lifetime and may now incorporate parts not original to them. Furthermore, *Bonhams* makes no representation or warranty that any clock or watch is in working order. As clocks and watches often contain fine and complex mechanisms, *Bidders* should be aware that a general service, change of battery or further repair work, for which the *Buyer* is solely responsible, may be necessary.

17. FIREARMS – PROOF, CONDITION AND CERTIFICATION

Proof of Firearms

The term "proof exemption" indicates that a firearm has been examined at a Proof House, but not proved, as either (a) it was deemed of interest and not intended for use, or (b) ammunition was not available. In either case, the firearm must be regarded as unsafe to fire unless subsequently proved. Firearms proved for Black Powder should not be used with smokeless ammunition.

The term "Certificate of Unprovability" indicates that a firearm has been examined at a Proof House and is deemed both unsuitable for proof and use. Reproof is required before any such firearm is to be used.

Guns Sold as Parts

Barrels of guns sold as parts will only be made available for sleeving and measurements once rendered unserviceable according to the Gun Barrel Proof Act of 1968 to 1978 and the Rules of Proof.

Condition of Firearms

Comment in this *Catalogue* is restricted, in general, to exceptional condition and to those defects that might affect the immediate safety of a firearm in normal use. An intending *Bidder* unable to make technical examinations and assessments is recommended to seek advice from a gunmaker or from a modern firearms specialist. All prospective *Bidders* are advised to consult the - of bore and wall-thickness measurements posted in the saleroom and available from the department. *Bidders* should note that guns are stripped only where there is a strong indication of a mechanical malfunction. Stripping is not, otherwise, undertaken. Guns intended for use should be stripped and cleaned beforehand. Hammer guns should have their rebound mechanisms checked before use. The safety mechanisms of all guns must be tested before use. All measurements are approximate.

Original Gun Specifications Derived from Gunmakers

The Sporting Gun Department endeavours to confirm a gun's original specification and date of manufacture with makers who hold their original records.

Licensing Requirements

Firearms Act 1968 as amended

Bonhams is constantly reviewing its procedures and would remind you that, in the case of firearms or shotguns subject to certification, to conform with current legislation, *Bonhams* is required to see, as appropriate, your original registered firearms dealer's certificate / shot gun certificate / firearm certificate / museum firearms licence / Section 5 authority or import licence (or details of any exemption from which you may benefit, for instance Crown servant status) for the firearm(s) you have purchased prior to taking full payment of the amount shown on your invoice. Should you not already be in possession of such an authority or exemption, you are required to initially pay a deposit of 95% of the total invoice with the balance of 5% payable on presentation of your valid certificate or licence showing your authority to hold the firearm(s) concerned.

Please be advised that if a successful *Bidder* is then unable to produce the correct paperwork, the *Lot(s)* will be reoffered by *Bonhams* in the next appropriate *Sale*, on standard terms for *Sellers*, and you will be responsible for any loss incurred by *Bonhams* on the original *Sale* to you.

In the case of RFD certificates and Section 5 authorities, we wish to keep an up-to-date copy on file. Please supply us with a Fax or photocopy. It would be helpful if you could send us an updated copy whenever your certificate or authority is renewed or changed.

Lots marked 'S1' and bearing red labels are Section 1 firearms and require a valid British Firearms certificate, RFD Licence or import licence.

Lots marked 'S2' and bearing blue labels are Section 2 firearms and require a valid British Shotgun certificate, RFD licence or import licence.

Lots marked 'S5' and bearing specially marked red labels are Section 5 prohibited firearms and require a valid Section 5 Authority or import licence.

Lots marked with a 'S58' and bearing yellow labels are for obsolete calibres and no licence is required unless ammunition is held.

Unmarked *Lots* require no licence.

Please do not hesitate to contact the Modern Sporting Gun Department should you have any queries.

Taxidermy and Related Items

On behalf of the *Seller* of these articles, *Bonhams* undertakes to comply fully with Cites and DEFRA regulations. *Buyers* are advised to inform themselves of all such regulations and should expect the exportation of items to take some time to arrange.

18. FURNITURE

Upholstered Furniture

Whilst we take every care in cataloguing furniture which has been upholstered we offer no *Guarantee* as to the originality of the wood covered by fabric or upholstery.

19. JEWELLERY

Gemstones

Historically many gemstones have been subjected to a variety of treatments to enhance their appearance. Sapphires and rubies are routinely heat treated to improve their colour and clarity, similarly emeralds are frequently treated with oils or resin for the same purpose. Other treatments such as staining, irradiation or coating may have been used on other gemstones. These treatments may be permanent, whilst others may need special care or re-treatment over the years to retain their appearance. *Bidders* should be aware that *Estimates*

assume that gemstones may have been subjected to such treatments.

A number of laboratories issue certificates that give more detailed *Descriptions* of gemstones. However there may not be consensus between different laboratories on the degrees, or types of treatment for any particular gemstone. In the event that *Bonhams* has been given or has obtained certificates for any *Lot* in the *Sale* these certificates will be disclosed in the *Catalogue*. Although, as a matter of policy, *Bonhams* endeavours to provide certificates from recognised laboratories for certain gemstones, it is not feasible to obtain certificates for each *Lot*. In the event that no certificate is published in the *Catalogue*, *Bidders* should assume that the gemstones may have been treated. Neither *Bonhams* nor the *Seller* accepts any liability for contradictions or differing certificates obtained by *Buyers* on any *Lots* subsequent to the *Sale*.

Estimated Weights

If a stone(s) weight appears within the body of the *Description* in capital letters, the stone(s) has been unmounted and weighed by *Bonhams*. If the weight of the stone(s) is stated to be approximate and does not appear in capital letters, the stone(s) has been assessed by us within its/their settings, and the stated weight is a statement of our opinion only. This information is given as a guide and *Bidders* should satisfy themselves with regard to this information as to its accuracy.

Signatures

1. A diamond brooch, by Kutchinsky

When the maker's name appears in the title, in *Bonhams'* opinion the piece is by that maker.

2. A diamond brooch, signed Kutchinsky

Has a signature that, in *Bonhams'* opinion, is authentic but may contain gemstones that are not original, or the piece may have been altered.

3. A diamond brooch, mounted by Kutchinsky

Has been created by the jeweller, in *Bonhams'* opinion, but using stones or designs supplied by the client.

20. PHOTOGRAPHS

Explanation of Catalogue Terms

- "Bill Brandt": in our opinion a work by the artist.
- "Attributed to Bill Brandt": in our opinion probably a work by the artist, but less certainty to authorship is expressed than in the preceding category.
- "Signed and/or titled and/or dated and/or inscribed": in our opinion the signature and/or title and/or date and/or inscription are in the artist's hand.
- "Signed and/or titled and/or dated and/or inscribed in another hand": in our opinion the signature and/or title and/or date and/or inscription have been added by another hand.
- The date given is that of the image (negative). Where no further date is given, this indicates that the photographic print is vintage (the term "vintage" may also be included in the *Lot Description*). A vintage photograph is one which was made within approximately 5-10 years of the negative. Where a second, later date appears, this refers to the date of printing. Where the exact printing date is not known, but understood to be later, "printed later" will appear in the *Lot Description*.
- Unless otherwise specified, dimensions given are those of the piece of paper on which the image is printed, including any margins. Some photographs may appear in the *Catalogue* without margins illustrated.
- All photographs are sold unframed unless stated in the *Lot Description*.

21. PICTURES

Explanation of Catalogue Terms

The following terms used in the *Catalogue* have the following meanings but are subject to the general provisions relating to *Descriptions* contained in the *Contract for Sale*:

- "Jacopo Bassano": in our opinion a work by the artist. When the artist's forename(s) is not known, a series of asterisks, followed by the surname of the artist, whether preceded by an initial or not, indicates that in our opinion the work is by the artist named;
- "Attributed to Jacopo Bassano": in our opinion probably a work by the artist but less certainty as to authorship is expressed than in the preceding category;
- "Studio/Workshop of Jacopo Bassano": in our opinion a work by an unknown hand in a studio of the artist which may or may not have been executed under the artist's direction;
- "Circle of Jacopo Bassano": in our opinion a work by a hand closely associated with a named artist but not necessarily his pupil;
- "Follower of Jacopo Bassano": in our opinion a work by a painter working in the artist's style, contemporary or nearly contemporary, but not necessarily his pupil;
- "Manner of Jacopo Bassano": in our opinion a work in the style of the artist and of a later date;
- "After Jacopo Bassano": in our opinion, a copy of a known work of the artist;
- "Signed and/or dated and/or inscribed": in our opinion the signature and/or date and/or inscription are from the hand of the artist;
- "Bears a signature and/or date and/or inscription": in our opinion the signature and/or date and/or inscription have been added by another hand.

22. PORCELAIN AND GLASS

Damage and Restoration

For your guidance, in our *Catalogues* we attempt to detail, as far as practicable, all significant defects, cracks and restoration. Such practicable *Descriptions* of damage cannot be definitive, and in providing *Condition Reports*, we cannot *Guarantee* that there are no other defects present which have not been mentioned. *Bidders* should satisfy themselves by inspection, as to the condition of each *Lot*. Please see the *Contract for Sale* printed in this *Catalogue*. Because of the difficulty in determining whether an item of glass has been repolished, in our *Catalogues* reference is only made to visible chips and cracks. No mention is made of repolishing, severe or otherwise.

23. VEHICLES

The Veteran Car Club of Great Britain

Dating Plates and Certificates

When mention is made of a Veteran Car Club Dating Plate or Dating Certificate in this *Catalogue*, it should be borne in mind that the Veteran Car Club of Great Britain using the services of Veteran Car Company Ltd, does from time to time, review cars already dated and, in some instances, where fresh evidence becomes available, the review can result in an alteration of date. Whilst the Club and Veteran Car Company Ltd make every effort to ensure accuracy, the date shown on the Dating Plate or Dating Certificate cannot be guaranteed as correct and intending purchasers should make their own enquiries as to the date of the car.

24. WINE

Lots which are lying under Bond and those liable to VAT may not be available for immediate collection.

Examining the wines

It is occasionally possible to provide a pre-Sale tasting for larger parcels (as defined below). This is generally limited to more recent and everyday drinking wines. Please contact the department for details. It is not our policy to inspect every unopened case. In the case of wines older than 20 years the boxes will usually have been opened and levels and appearance noted in the *Catalogue* where necessary. You should make proper allowance for variations in ullage levels and conditions of corks, capsules and labels.

Corks and Ullages

Ullage refers to the space between the base of the cork and the wine.

Ullage levels for Bordeaux shaped bottles are only normally noted when below the neck and for Burgundy, Alsace, German and Cognac shaped bottles when greater than 4 centimetres (cm). Acceptable ullage levels increase with age; generally acceptable levels are as follows:

Under 15 years old – into neck or less than 4cm
15 to 30 years old – top shoulder (ts) or up to 5cm
Over 30 years old – high shoulder (hs) or up to 6cm

It should be noted that ullages may change between publication of the *Catalogue* and the *Sale* and that corks may fail as a result of transporting the wine. We will only accept responsibility for *Descriptions* of condition at the time of publication of the *Catalogue* and cannot accept responsibility for any loss resulting from failure of corks either before or after this point.

Options to buy parcels

A parcel is a number of *Lots* of identical size of the same wine, bottle size and *Description*. The *Buyer* of any of these *Lots* has the option to accept some or all of the remaining *Lots* in the parcel at the same price, although such options will be at the *Auctioneer's* sole discretion. Absentee *Bidders* are, therefore, advised to bid on the first *Lot* in a parcel.

Wines in Bond

Wines lying in Bond are marked Δ. All *Lots* sold under Bond, and which the *Buyer* wishes to remain under Bond, will be invoiced without VAT or Duty on the *Hammer Price*. If the *Buyer* wishes to take the *Lot* as Duty paid, UK Excise Duty and VAT will be added to the *Hammer Price* on the invoice.

Buyers must notify *Bonhams* at the time of the *sale* whether they wish to take their wines under Bond or Duty paid. If a *Lot* is taken under Bond, the *Buyer* will be responsible for all VAT, Duty, clearance and other charges that may be payable thereon.

Buyers outside the UK must be aware that any forwarding agent appointed to export their purchases must have a movement certificate for *Lots* to be released under Bond.

Bottling Details and Case Terms

The following terms used in the *Catalogue* have the following meanings:

CB – Château bottled
DB – Domaine bottled
EstB – Estate bottled
BB – Bordeaux bottled
BE – Belgian bottled
FB – French bottled
GB – German bottled
OB – Oporto bottled
UK – United Kingdom bottled
owc – original wooden case
iwc – individual wooden case
oc – original carton

SYMBOLS

THE FOLLOWING SYMBOLS ARE USED TO DENOTE

- | | |
|----|---|
| Y | This lot contains one or more regulated plant or animal species and is subject to CITES regulations. It is the buyer's responsibility to investigate such regulations and to obtain any necessary import or export certificates. A buyer's inability to obtain such certificates cannot justify a delay in payment or cancellation of a sale. |
| TP | Objects displayed with a TP will be located at the Cadogan Tate warehouse and will only be available for collection from this location. |
| W | Objects displayed with a w will be located in the Bonhams Warehouse and will only be available for collection from this location. |

- Δ Wines lying in Bond.
- AR An *Additional Premium* will be payable to us by the *Buyer* to cover our *Expenses* relating to payment of royalties under the Artist's Resale Right Regulations 2006, as amended. See clause 7 for details.
- The *Seller* has been guaranteed a minimum price for the *Lot*, either by *Bonhams* or a third party. This may take the form of an irrevocable bid by a third party, who may make a financial gain on a successful *Sale* or a financial loss if unsuccessful.
- ▲ *Bonhams* owns the *Lot* either wholly or partially or may otherwise have an economic interest.
- ⊕ This lot contains elephant ivory and is therefore subject to both CITES regulations and the UK Ivory Act 2018. It has been registered or has an exemption certificate allowing it to be offered for sale and sold under the provisions of the Ivory Act 2018. Property containing African elephant ivory cannot be imported to the USA. The EU and the UK have in place wide-ranging restrictions on dealing with property containing elephant ivory, including restrictions on import and/or export. It is a buyer's responsibility to obtain any export or import licences, certifications and any other required documentation, where applicable. *Bonhams* is not able to assist buyers with the shipment of any lots containing elephant ivory into the US, the UK or the EU. A buyer's inability to export or import these lots cannot justify a delay in payment or cancellation of a sale.

•, †, *, G, Ω, α see clause 8, VAT, for details.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our Website www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London, W1S 1SR or by email from info@bonhams.com

APPENDIX 1

BUYERS SALE CONTRACT WITH SELLER

IMPORTANT: These terms may be changed in advance of the Sale of the Lot to you, by the setting out of different terms in the Catalogue for the Sale and/or by placing an insert in the Catalogue and/or by notices at the Sale venue and/or on Bonhams' website, and/or by oral announcements before and during the Sale at the Sale venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

Under this contract the Seller's liability in respect of the quality of the Lot, it's fitness for any purpose and its conformity with any Description is limited. You are strongly advised to examine the Lot for yourself and/or obtain an independent examination of it before you buy.

1 THE CONTRACT

- 1.1 These terms and the relevant terms for *Bidders* and *Buyers* in the *Notice to Bidders* govern the *Contract for Sale* of the *Lot* by the *Seller* to the *Buyer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 in the *Catalogue* are incorporated into this *Contract for Sale* and a separate copy can also be provided by *Bonhams* on request. Where words and phrases are used which are in the List of Definitions, they are printed in italics.
- 1.3 The *Seller* sells the *Lot* as the principal to the *Contract for Sale*, such contract being made between the *Seller* and you through *Bonhams* which acts in the sole capacity as the *Seller's* agent and not as an additional principal. However, if the *Catalogue* states that *Bonhams* sells the *Lot* as principal, or such a statement is made by an announcement by the *Auctioneer*, or by a notice at the *Sale*, or an insert in the *Catalogue*, then *Bonhams* is the *Seller* for the purposes of this agreement.
- 1.4 The contract is made on the fall of the *Auctioneer's* hammer in respect of the *Lot* when it is knocked down to you.

2 SELLER'S WARRANTIES AND UNDERTAKINGS

- 2.1 The *Seller* undertakes to you that:
- 2.1.1 the *Seller* is the owner of the *Lot* or is duly authorised to sell the *Lot* by the owner;
- 2.1.2 save as disclosed in the *Entry* for the *Lot* in the *Catalogue*, the *Seller* sells the *Lot* with full title guarantee or, where the *Seller* is an executor, trustee, liquidator, receiver or administrator, with whatever right, title or interest he may have in the *Lot*;
- 2.1.3 except where the *Sale* is by an executor, trustee, liquidator, receiver or administrator the *Seller* is both legally entitled to sell the *Lot*, and legally capable of conferring on you quiet possession of the *Lot* and that the *Sale* conforms in every respect with the terms implied by the Sale of Goods Act 1979, Sections 12(1) and 12(2) (see the Definitions and Glossary);
- 2.1.4 the *Seller* has complied with all requirements, legal or otherwise, relating to any export or import of the *Lot*, and all duties and taxes in respect of the export or import of the *Lot* have (unless stated to the contrary in the *Catalogue* or announced by the *Auctioneer*) been paid and, so far as the *Seller* is aware, all third parties have complied with such requirements in the past;
- 2.1.5 items consigned for sale by the *Seller* are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering, terrorist financing or breach of any applicable international trade sanctions;

- 2.1.6 subject to any alterations expressly identified as such made by announcement or notice at the *Sale* venue or by the *Notice to Bidders* or by an insert in the *Catalogue* or on the *Bonhams* website, the *Lot* corresponds with the *Contractual Description* of the *Lot*, being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters and (except for colour) with any photograph of the *Lot* in the *Catalogue*.

3 DESCRIPTIONS OF THE LOT

- 3.1 Paragraph 2.1.5 sets out what is the *Contractual Description* of the *Lot*. In particular, the *Lot* is not sold as corresponding with any part of the *Entry* in the *Catalogue* which is not printed in bold letters, the remainder of which *Entry* merely sets out (on the *Seller's* behalf) *Bonhams'* opinion about the *Lot* and which is not part of the *Contractual Description* upon which the *Lot* is sold. Any statement or representation other than that part of the *Entry* referred to in paragraph 2.1.5 (together with any express alteration to it as referred to in paragraph 2.1.5), including any *Description* or *Estimate*, whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise, and whether by or on behalf of the *Seller* or *Bonhams* and whether made prior to or during the *Sale*, is not part of the *Contractual Description* upon which the *Lot* is sold.

- 3.2 Except as provided in paragraph 2.1.5, the *Seller* does not make or give and does not agree to make or give any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact, or undertake any duty of care, in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been *Bonhams*. No such *Description* or *Estimate* is incorporated into this *Contract for Sale*.

4 FITNESS FOR PURPOSE AND SATISFACTORY QUALITY

- 4.1 The *Seller* does not make and does not agree to make any contractual promise, undertaking, obligation, guarantee, warranty, or representation of fact in relation to the satisfactory quality of the *Lot* or its fitness for any purpose.
- 4.2 The *Seller* will not be liable for any breach of any undertaking, whether implied by the Sale of Goods Act 1979 or otherwise, as to the satisfactory quality of the *Lot* or its fitness for any purpose.

5 RISK, PROPERTY AND TITLE

- 5.1 Risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*, or upon collection of the *Lot* if earlier. The *Seller* will not be responsible thereafter for the *Lot* prior to you collecting it from *Bonhams* or the *Storage Contractor*, with whom you have separate contract(s) as *Buyer*. You will indemnify the *Seller* and keep the *Seller* fully indemnified from and against all claims, proceedings, costs, expenses and losses arising in respect of any injury, loss and damage caused to the *Lot* beyond 7 days from the day of the fall of the *Auctioneer's* hammer until you obtain full title to it.
- 5.2 Title to the *Lot* remains in and is retained by the *Seller* until: (i) the *Purchase Price* and all other sums payable by you to *Bonhams* in relation to the *Lot* have been paid in full to and received in cleared funds by *Bonhams*, and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.

6 PAYMENT

- 6.1 Your obligation to pay the *Purchase Price* arises when the *Lot* is knocked down to you on the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 6.2 Time will be of the essence in relation to payment of the *Purchase Price* and all other sums payable by you to *Bonhams*. Unless agreed in writing with you by *Bonhams* on the *Seller's* behalf (in which case you must comply with the terms of that agreement), all such sums must be paid to *Bonhams* by you in the currency in which the *Sale* was conducted by not later than 4.30pm on the second working day following the *Sale* and you must ensure that the funds are cleared by the seventh working day after the *Sale*. Payment must be made to *Bonhams* by one of the methods stated in the *Notice to Bidders* unless otherwise agreed with you in writing by *Bonhams*. If you do not pay in full any sums due in accordance with this paragraph, the *Seller* will have the rights set out in paragraph 8 below.

7 COLLECTION OF THE LOT

- 7.1 Unless otherwise agreed in writing with you by *Bonhams*, the *Lot* will be released to you or to your order only when: (i) *Bonhams* has received cleared funds to the amount of the full *Purchase Price* and all other sums owed by you to the *Seller* and to *Bonhams* and (ii) *Bonhams* has completed its investigations pursuant to clause 3.11 of the *Buyer's Agreement* with *Bonhams* set out in Appendix 2 in the catalogue.
- 7.2 The *Seller* is entitled to withhold possession from you of any other *Lot* he has sold to you at the same or at any other *Sale* and whether currently in *Bonhams'* possession or not, until payment in full and in cleared funds of the *Purchase Price* and all other sums due to the *Seller* and/or *Bonhams* in respect of the *Lot*.
- 7.3 You should note that *Bonhams* has reserved the right not to release the *Lot* to you until its investigations under paragraph 3.11 of the *Buyers' Agreement* set out in Appendix 2 have been completed to *Bonhams'* satisfaction.
- 7.4 You will collect and remove the *Lot* at your own expense from *Bonhams'* custody and/or control or from the *Storage Contractor's* custody in accordance with *Bonhams'* instructions or requirements.
- 7.5 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 7.6 You will be wholly responsible for any removal, storage or other charges or expenses incurred by the *Seller* if you do not remove

the *Lot* in accordance with this paragraph 7 and will indemnify the *Seller* against all charges, costs, including any legal costs and fees, expenses and losses suffered by the *Seller* by reason of your failure to remove the *Lot* including any charges due under any *Storage Contract*. All such sums due to the *Seller* will be payable on demand.

8 FAILURE TO PAY FOR THE LOT

- 8.1 If the *Purchase Price* for a *Lot* is not paid to *Bonhams* in full in accordance with the *Contract for Sale*, the *Seller* will be entitled, with the prior written agreement of *Bonhams* but without further notice to you, to exercise one or more of the following rights (whether through *Bonhams* or otherwise):
- 8.1.1 to terminate immediately the *Contract for Sale* of the *Lot* for your breach of contract;
- 8.1.2 to resell the *Lot* by auction, private treaty or any other means on giving seven days' written notice to you of the intention to resell;
- 8.1.3 to retain possession of the *Lot*;
- 8.1.4 to remove and store the *Lot* at your expense;
- 8.1.5 to take legal proceedings against you for any sum due under the *Contract for Sale* and/or damages for breach of contract;
- 8.1.6 to be paid interest on any monies due (after as well as before judgement or order) at the annual rate of 5% per annum above the base rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;
- 8.1.7 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless the *Buyer* buys the *Lot* as a *Consumer* from the *Seller* selling in the course of a *Business*) you hereby grant an irrevocable licence to the *Seller* by himself and to his servants or agents to enter upon all or any of your premises (with or without vehicles) during normal *Business* hours to take possession of the *Lot* or part thereof;
- 8.1.8 to retain possession of any other property sold to you by the *Seller* at the *Sale* or any other auction or by private treaty until all sums due under the *Contract for Sale* shall have been paid in full in cleared funds;
- 8.1.9 to retain possession of, and on three months' written notice to sell, *Without Reserve*, any of your other property in the possession of the *Seller* and/or of *Bonhams* (as bailee for the *Seller*) for any purpose (including, without limitation, other goods sold to you) and to apply any monies due to you as a result of such *Sale* in satisfaction or part satisfaction of any amounts owed to the *Seller* or to *Bonhams*; and
- 8.1.10 so long as such goods remain in the possession of the *Seller* or *Bonhams* as its bailee, to rescind the contract for the *Sale* of any other goods sold to you by the *Seller* at the *Sale* or at any other auction or by private treaty and apply any monies received from you in respect of such goods in part or full satisfaction of any amounts owed to the *Seller* or to *Bonhams* by you.
- 8.2 You agree to indemnify the *Seller* against all legal and other costs of enforcement, all losses and other expenses and costs (including any monies payable to *Bonhams* in order to obtain the release of the *Lot*) incurred by the *Seller* (whether or not court proceedings will have been issued) as a result of *Bonhams* taking steps under this paragraph 8 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 8.1.6 from the date upon which the *Seller* becomes liable to pay the same until payment by you.
- 8.3 On any resale of the *Lot* under paragraph 8.1.2, the *Seller* will account to you in respect of any balance remaining from any monies received by him or on his behalf in respect of the *Lot*, after the payment of all sums due to the *Seller* and to *Bonhams*, within 28 days of receipt of such monies by him or on his behalf.

9 THE SELLER'S LIABILITY

- 9.1 The *Seller* will not be liable for any injury, loss or damage caused by the *Lot* after the fall of the *Auctioneer's* hammer in respect of the *Lot*.
- 9.2 Subject to paragraph 9.3 below, except for breach of the express undertaking provided in paragraph 2.1.5, the *Seller* will not be liable for any breach of any term that the *Lot* will correspond with any *Description* applied to it by or on behalf of the *Seller*, whether implied by the Sale of Goods Act 1979 or otherwise.
- 9.3 Unless the *Seller* sells the *Lot* in the course of a *Business* and the *Buyer* buys it as a *Consumer*,
- 9.3.1 the *Seller* will not be liable (whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the Misrepresentation Act 1967, or in any other way) for any lack of conformity with, or inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in relation to the *Lot* made by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*;
- 9.3.2 the *Seller* will not be liable for any loss of *Business*, *Business* profits or revenue or income or for loss of reputation or for disruption to *Business* or wasted time on the part of the *Buyer* or of the *Buyer's* management or staff or, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, restitutionary claim or otherwise;
- 9.3.3 in any circumstances where the *Seller* is liable to you in respect of the *Lot*, or any act, omission, statement, or representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, the *Seller's* liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* irrespective in any case of the nature, volume or source

- of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from any negligence, other tort, breach of contract, statutory duty, bailee's duty, restitutionary claim or otherwise.
- 9.4 Nothing set out in paragraphs 9.1 to 9.3 above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by the *Seller's* negligence (or any person under the *Seller's* control or for whom the *Seller* is legally responsible), or (iii) acts or omissions for which the *Seller* is liable under the Occupiers Liability Act 1957, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law.
- 10 MISCELLANEOUS**
- 10.1 You may not assign either the benefit or burden of the *Contract for Sale*.
- 10.2 The *Seller's* failure or delay in enforcing or exercising any power or right under the *Contract for Sale* will not operate or be deemed to operate as a waiver of his rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect the *Seller's* ability subsequently to enforce any right arising under the *Contract for Sale*.
- 10.3 If either party to the *Contract for Sale* is prevented from performing that party's respective obligations under the *Contract for Sale* by circumstances beyond its reasonable control or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 6.
- 10.4 Any notice or other communication to be given under the *Contract for Sale* must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission, if to the *Seller*, addressed c/o *Bonhams* at its address or fax number in the *Catalogue* (marked for the attention of the Company Secretary), and if to you to the address or fax number of the *Buyer* given in the *Bidding Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.
- 10.5 If any term or any part of any term of the *Contract for Sale* is held to be unenforceable or invalid, such unenforceability or invalidity will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 10.6 References in the *Contract for Sale* to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents and to any subsidiary of *Bonhams Holdings Limited* and to its officers, employees and agents.
- 10.7 The headings used in the *Contract for Sale* are for convenience only and will not affect its interpretation.
- 10.8 In the *Contract for Sale* "including" means "including, without limitation".
- 10.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 10.10 Reference to a numbered paragraph is to a paragraph of the *Contract for Sale*.
- 10.11 Save as expressly provided in paragraph 10.12 nothing in the *Contract for Sale* confers (or purports to confer) on any person who is not a party to the *Contract for Sale* any benefit conferred by, or the right to enforce any term of, the *Contract for Sale*.
- 10.12 Where the *Contract for Sale* confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of the *Seller*, it will also operate in favour and for the benefit of *Bonhams, Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.
- 11 GOVERNING LAW**
- All transactions to which the *Contract for Sale* applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes place and the *Seller* and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that the *Seller* may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

APPENDIX 2

BUYER'S AGREEMENT WITH BONHAMS

IMPORTANT: These terms may be changed in advance of the *Sale* of the *Lot* to you, by the setting out of different terms in the *Catalogue* for the *Sale* and/or by placing an insert in the *Catalogue* and/or by notices at the *Sale* venue and/or by oral announcements before and during the *Sale* at the *Sale* venue. You should be alert to this possibility of changes and ask in advance of bidding if there have been any.

1 THE CONTRACT

- 1.1 These terms govern the contract between *Bonhams* personally and the *Buyer*, being the person to whom a *Lot* has been knocked down by the *Auctioneer*.
- 1.2 The Definitions and Glossary contained in Appendix 3 to the

Catalogue for the *Sale* are incorporated into this agreement and a separate copy can also be provided by us on request. Where words and phrases which are defined in the List of Definitions are used in this agreement, they are printed in italics. Reference is made in this agreement to information printed in the *Notice to Bidders*, printed in the *Catalogue* for the *Sale*, and where such information is referred to it is incorporated into this agreement.

- 1.3 Except as specified in paragraph 4 of the *Notice to Bidders* the *Contract for Sale* of the *Lot* between you and the *Seller* is made on the fall of the *Auctioneer's* hammer in respect of the *Lot*, when it is knocked down to you. At that moment a separate contract is also made between you and *Bonhams* on the terms in this *Buyer's Agreement*.
- 1.4 We act as agents for the *Seller* and are not answerable or personally responsible to you for any breach of contract or other default by the *Seller*, unless *Bonhams* sells the *Lot* as principal.
- 1.5 Our personal obligations to you are governed by this agreement and we agree, subject to the terms below, to the following obligations:
- 1.5.1 we will, until the date and time specified in the *Notice to Bidders* or otherwise notified to you, store the *Lot* in accordance with paragraph 5;
- 1.5.2 subject to any power of the *Seller* or us to refuse to release the *Lot* to you, we will release the *Lot* to you in accordance with paragraph 4 once you have paid to us, in cleared funds, everything due to us and the *Seller* and following completion of our enquiries pursuant to paragraph 3.11;
- 1.5.3 we will provide guarantees in the terms set out in paragraphs 9 and 10.
- 1.6 We do not make or give and do not agree to make or give any contractual promise, undertaking, obligation, *Guarantee*, warranty, representation of fact in relation to any *Description* of the *Lot* or any *Estimate* in relation to it, nor of the accuracy or completeness of any *Description* or *Estimate* which may have been made by us or on our behalf or by or on behalf of the *Seller* (whether made orally or in writing, including in the *Catalogue* or on *Bonhams' Website*, or by conduct, or otherwise), and whether made before or after this agreement or prior to or during the *Sale*. No such *Description* or *Estimate* is incorporated into this agreement between you and us. Any such *Description* or *Estimate*, if made by us or on our behalf, was (unless *Bonhams* itself sells the *Lot* as principal) made as agent on behalf of the *Seller*.

2 PERFORMANCE OF THE CONTRACT FOR SALE

You undertake to us personally that you will observe and comply with all your obligations and undertakings to the *Seller* under the *Contract for Sale* in respect of the *Lot*.

3 PAYMENT AND BUYER WARRANTIES

- 3.1 Unless agreed in writing between you and us or as otherwise set out in the *Notice to Bidders*, you must pay to us by not later than 4.30pm on the second working day following the *Sale*:
- 3.1.1 the *Purchase Price* for the *Lot*;
- 3.1.2 a *Buyer's Premium* in accordance with the rates set out in the *Notice to Bidders* on each lot, and
- 3.1.3 if the *Lot* is marked [AR], an *Additional Premium* which is calculated and payable in accordance with the *Notice to Bidders* together with VAT on that sum if applicable so that all sums due to us are cleared funds by the seventh working day after the *Sale*.
- 3.2 You must also pay us on demand any *Expenses* payable pursuant to this agreement.
- 3.3 All payments to us must be made in the currency in which the *Sale* was conducted, using, unless otherwise agreed by us in writing, one of the methods of payment set out in the *Notice to Bidders*. Our invoices will only be addressed to the registered *Bidder* unless the *Bidder* is acting as an agent for a named principal and we have approved that arrangement, in which case we will address the invoice to the principal.
- 3.4 Unless otherwise stated in this agreement all sums payable to us will be subject to VAT at the appropriate rate and VAT will be payable by you on all such sums.
- 3.5 We may deduct and retain for our own benefit from the monies paid by you to us the *Buyer's Premium*, the *Commission* payable by the *Seller* in respect of the *Lot*, any *Expenses* and VAT and any interest earned and/or incurred until payment to the *Seller*.
- 3.6 Time will be of the essence in relation to any payment payable to us. If you do not pay the *Purchase Price*, or any other sum due to us in accordance with this paragraph 3, we will have the rights set out in paragraph 7 below.
- 3.7 Where a number of *Lots* have been knocked down to you, any monies we receive from you will be applied firstly pro-rata to pay the *Purchase Price* of each *Lot* and secondly pro-rata to pay all amounts due to *Bonhams*.
- 3.8 You warrant that neither you nor - if you are a company, your directors, officers or your owner or their directors or shareholders - are an individual or an entity that is, or is owned or controlled by individuals or entities that are:
- 3.8.1 the subject of any sanctions administered or enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control, the U.S. Department of State, the United Nations Security Council, the European Union, His Majesty's Treasury, or other relevant sanctions authority ("Sanctions" and a "Sanctioned Party"); or
- 3.8.2 located, organised or resident in a country or territory that is, or whose government is, the subject of Sanctions, including without limitation, Iran, North Korea, Sudan, Russia, and Syria); and further
- 3.8.3 that the property you purchase will not be transferred to or used in a country in contravention of any Sanctions administered or

enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority.

- 3.9 You warrant that the funds being used for your purchase have no link with criminal activity including without limitation money laundering, tax evasion or terrorist financing, and that you not under investigation for neither have been charged nor convicted in connection with any criminal activity.
- 3.10 Where you are acting as agent for another party ("your Principal"), you undertake and warrant that:
- 3.10.1 you have conducted suitable customer due diligence into your Principal under applicable Sanctions and Anti-Money Laundering laws and regulations;
- 3.10.2 your Principal is not a Sanctioned Party and not owned, partially owned or controlled by a Sanctioned Party, and you have no reason to suspect that your Principal has been charged or convicted with, money laundering, terrorism or other crimes;
- 3.10.3 funds used for your or your Principal's purchase are not connected with or derived from any criminal activity, including without limitation tax evasion, money laundering or terrorist financing;
- 3.10.4 items purchased by you and your Principal through *Bonhams* are not being transferred to or used in a country in contravention of any Sanctions administered or enforced by the U.S., the United Nations Security Council, the European Union or His Majesty's Treasury or any other relevant Sanctions authority, or purchased or to be used in any way connected with or to facilitate breaches of applicable Tax, Anti-Money Laundering or Anti-Terrorism laws and regulations; and
- 3.10.5 that you consent to *Bonhams* relying upon your customer due diligence, undertaking to retain records of your due diligence for at least 5 years and to make such due diligence records available for inspection by an independent auditor in the event we request you to do so.
- 3.11 We reserve the rights to make enquiries about any person transacting with us and to identify the source of any funds received from you. In the event we have not completed our investigations in respect of anti-terrorism financing, anti-money laundering or other financial and identity checks concerning either you or the *Seller*, to our satisfaction at our discretion, we shall be entitled to retain *Lots* and/or proceeds of *Sale*, postpone or cancel any sale and to take any other actions required or permitted under applicable law, without liability to you.

4 COLLECTION OF THE LOT

- 4.1 Subject to any power of the *Seller* or us to refuse to release the *Lot* to you, once you have paid to us; in cleared funds, everything due to the *Seller* and to us, and once we have completed our investigations under paragraph 3.11, we will release the *Lot* to you or as you may direct us in writing. The *Lot* will only be released on production of a buyer collection document, obtained from our cashier's office.
- 4.2 You must collect and remove the *Lot* at your own expense by the date and time specified in the *Notice to Bidders*, or if no date is specified, by 4.30pm on the seventh day after the *Sale*.
- 4.3 For the period referred to in paragraph 4.2, the *Lot* can be collected from the address referred to in the *Notice to Bidders* for collection on the days and times specified in the *Notice to Bidders*. Thereafter, the *Lot* may be removed elsewhere for storage and you must enquire from us as to when and where you can collect it, although this information will usually be set out in the *Notice to Bidders*.
- 4.4 If you have not collected the *Lot* by the date specified in the *Notice to Bidders*, you authorise us, acting in this instance as your agent and on your behalf, to enter into a contract (the "*Storage Contract*") with the *Storage Contractor* for the storage of the *Lot* on the then current standard terms and conditions agreed between *Bonhams* and the *Storage Contractor* (copies of which are available on request). If the *Lot* is stored at our premises storage fees at our current daily rates (currently a minimum of £3 plus VAT per *Lot* per day) will be payable from the expiry of the period referred to in paragraph 4.2. These storage fees form part of our *Expenses*.
- 4.5 Until you have paid the *Purchase Price* and any *Expenses* in full the *Lot* will either be held by us as agent on behalf of the *Seller* or held by the *Storage Contractor* as agent on behalf of the *Seller* and ourselves on the terms contained in the *Storage Contract*.
- 4.6 You undertake to comply with the terms of any *Storage Contract* and in particular to pay the charges (and all costs of moving the *Lot* into storage) due under any *Storage Contract*. You acknowledge and agree that you will not be able to collect the *Lot* from the *Storage Contractor's* premises until you have paid the *Purchase Price*, any *Expenses* and all charges due under the *Storage Contract*.
- 4.7 You will be wholly responsible for packing, handling and transport of the *Lot* on collection and for complying with all import or export regulations in connection with the *Lot*.
- 4.8 You will be wholly responsible for any removal, storage, or other charges for any *Lot* not removed in accordance with paragraph 4.2, payable at our current rates, and any *Expenses* we incur (including any charges due under the *Storage Contract*), all of which must be paid by you on demand and in any event before any collection of the *Lot* by you or on your behalf.

5 STORING THE LOT

We agree to store the *Lot* until the earlier of your removal of the *Lot* or until the time and date set out in the *Notice to Bidders*, on the *Sale* Information Page or at the back of the catalogue (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) and, subject to paragraphs 3, 6 and 10, to be responsible as *bailee* to you for damage to or the loss or destruction of the *Lot* (notwithstanding that it is not your property before payment

of the *Purchase Price*). If you do not collect the *Lot* before the time and date set out in the *Notice to Bidders* (or if no date is specified, by 4.30pm on the seventh day after the *Sale*) we may remove the *Lot* to another location, the details of which will usually be set out in the relevant section of the *Catalogue*. If you have not paid for the *Lot* in accordance with paragraph 3, and the *Lot* is moved to any third party's premises, the *Lot* will be held by such third party strictly to *Bonhams'* order and we will retain our lien over the *Lot* until we have been paid in full in accordance with paragraph 3.

6 RESPONSIBILITY FOR THE LOT

6.1 Title (ownership) in the *Lot* passes to you (i) on payment of the *Purchase Price* to us in full in cleared funds and (ii) when investigations have been completed to our satisfaction under paragraph 3.11.

6.2 Please note however, that under the *Contract for Sale*, the **risk in the *Lot* passes to you after 7 days from the day upon which it is knocked down to you or upon collection of the *Lot* if earlier, and you are advised to obtain insurance in respect of the *Lot* as soon as possible after the *Sale*.**

7 FAILURE TO PAY OR TO REMOVE THE LOT AND PART PAYMENTS

7.1 If all sums payable to us are not so paid in full at the time they are due and/or the *Lot* is not removed in accordance with this agreement, we will (without further notice to you unless otherwise provided below), be entitled to exercise one or more of the following rights (without prejudice to any rights we may exercise on behalf of the *Seller*):

7.1.1 to terminate this agreement immediately for your breach of contract;

7.1.2 to retain possession of the *Lot*;

7.1.3 to remove, and/or store the *Lot* at your expense;

7.1.4 to take legal proceedings against you for payment of any sums payable to us by you (including the *Purchase Price*) and/or damages for breach of contract;

7.1.5 to be paid interest on any monies due to us (after as well as before judgement or order) at the annual rate of 5% per annum above the base lending rate of National Westminster Bank Plc from time to time to be calculated on a daily basis from the date upon which such monies become payable until the date of actual payment;

7.1.6 to repossess the *Lot* (or any part thereof) which has not become your property, and for this purpose (unless you buy the *Lot* as a *Consumer*) you hereby grant an irrevocable licence to us, by ourselves, our servants or agents, to enter upon all or any of your premises (with or without vehicles) during normal business hours to take possession of any *Lot* or part thereof;

7.1.7 to sell the *Lot Without Reserve* by auction, private treaty or any other means on giving you three months' written notice of our intention to do so;

7.1.8 to retain possession of any of your other property in our possession for any purpose (including, without limitation, other goods sold to you or with us for *Sale*) until all sums due to us have been paid in full;

7.1.9 to apply any monies received from you for any purpose whether at the time of your default or at any time thereafter in payment or part payment of any sums due to us by you under this agreement;

7.1.10 on three months' written notice to sell, *Without Reserve*, any of your other property in our possession or under our control for any purpose (including other goods sold to you or with us for *Sale*) and to apply any monies due to you as a result of such *Sale* in payment or part payment of any amounts owed to us;

7.1.11 refuse to allow you to register for a future *Sale* or to reject a bid from you at any future *Sale* or to require you to pay a deposit before any bid is accepted by us at any future *Sale* in which case we will be entitled to apply such deposit in payment or part payment, as the case may be, of the *Purchase Price* of any *Lot* of which you are the *Buyer*.

7.1.12 having made reasonable efforts to inform you, to release your name and address to the *Seller*, so they might take appropriate steps to recover the amounts due and legal costs associated with such steps.

7.2 You agree to indemnify us against all legal and other costs, all losses and all other *Expenses* (whether or not court proceedings will have been issued) incurred by us as a result of our taking steps under this paragraph 7 on a full indemnity basis together with interest thereon (after as well as before judgement or order) at the rate specified in paragraph 7.1.5 from the date upon which we become liable to pay the same until payment by you.

7.3 If you pay us only part of the sums due to us such payment shall be applied firstly to the *Purchase Price* of the *Lot* (or where you have purchased more than one *Lot* pro-rata towards the *Purchase Price* of each *Lot*) and secondly to the *Buyer's Premium* (or where you have purchased more than one *Lot* pro-rata to the *Buyer's Premium* on each *Lot*) and thirdly to any other sums due to us.

7.4 We will account to you in respect of any balance we hold remaining from any monies received by us in respect of any *Sale* of the *Lot* under our rights under this paragraph 7 after the payment of all sums due to us and/or the *Seller* within 28 days of receipt by us of all such sums paid to us.

8 CLAIMS BY OTHER PERSONS IN RESPECT OF THE LOT

8.1 Whenever it becomes apparent to us that the *Lot* is the subject of a claim by someone other than you and other than the *Seller* (or that such a claim can reasonably be expected to be made), we may, at our absolute discretion, deal with the *Lot* in any manner which appears to us to recognise the legitimate interests of ourselves and the other parties involved and lawfully to protect our position and our legitimate interests. Without

prejudice to the generality of the discretion and by way of example, we may:

8.1.1 retain the *Lot* to investigate any question raised or reasonably expected by us to be raised in relation to the *Lot*; and/or

8.1.2 deliver the *Lot* to a person other than you; and/or

8.1.3 commence interpleader proceedings or seek any other order of any court, mediator, arbitrator or government body; and/or

8.1.4 require an indemnity and/or security from you in return for pursuing a course of action agreed to by you.

8.2 The discretion referred to in paragraph 8.1:

8.2.1 may be exercised at any time during which we have actual or constructive possession of the *Lot*, or at any time after such possession, where the cessation of such possession has occurred by reason of any decision, order or ruling of any court, mediator, arbitrator or government body; and

8.2.2 will not be exercised unless we believe that there exists a serious prospect of a good arguable case in favour of the claim.

9 FORGERIES

9.1 We undertake a personal responsibility for any *Forgery* in accordance with the terms of this paragraph 9.

9.2 Paragraph 9 applies only if:

9.2.1 your name appears as the named person to whom the original invoice was made out by us in respect of the *Lot* and that invoice has been paid; and

9.2.2 you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a *Forgery*, and in any event within one year after the *Sale*, that the *Lot* is a *Forgery*; and

9.2.3 within one month after such notification has been given, you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a *Forgery* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*.

9.3 Paragraph 9 will not apply in respect of a *Forgery* if:

9.3.1 the *Entry* in relation to the *Lot* contained in the *Catalogue* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion or reflected the then current opinion of an expert acknowledged to be a leading expert in the relevant field; or

9.3.2 it can be established that the *Lot* is a *Forgery* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed.

9.4 You authorise us to carry out such processes and tests on the *Lot* as we in our absolute discretion consider necessary to satisfy ourselves that the *Lot* is or is not a *Forgery*.

9.5 If we are satisfied that a *Lot* is a *Forgery* we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims, in accordance with the provisions of Sections 12(1) and 12(2) of the *Sale of Goods Act 1979* and we will pay to you an amount equal to the sum of the *Purchase Price*, *Buyer's Premium*, *VAT* and *Expenses* paid by you in respect of the *Lot*.

9.6 The benefit of paragraph 9 is personal to, and incapable of assignment by, you.

9.7 If you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph 9 will cease.

9.8 Paragraph 9 does not apply to a *Lot* made up of or including a Chinese painting or Chinese paintings, a motor vehicle or motor vehicles, a *Stamp* or *Stamps* or a *Book* or *Books*.

10 OUR LIABILITY

10.1 We will not be liable whether in negligence, other tort, breach of contract or statutory duty or in restitution or under the *Misrepresentation Act 1967* or in any other way for lack of conformity with or any inaccuracy, error, misdescription or omission in any *Description* of the *Lot* or any *Entry* or *Estimate* in respect of it, made by us or on our behalf or by or on behalf of the *Seller* (whether made in writing, including in the *Catalogue*, or on the *Bonhams' Website*, or orally, or by conduct or otherwise) and whether made before or after this agreement or prior to or during the *Sale*.

10.2 Our duty to you while the *Lot* is at your risk and/or your property and in our custody and/or control is to exercise reasonable care in relation to it, but we will not be responsible for damage to the *Lot* or to other persons or things caused by:

10.2.1 handling the *Lot* if it was affected at the time of *Sale* to you by woodworm and any damage is caused as a result of it being affected by woodworm; or

10.2.2 changes in atmospheric pressure; nor will we be liable for:

10.2.3 damage to tension stringed musical instruments; or

10.2.4 damage to gilded picture frames, plaster picture frames or picture frame glass; and if the *Lot* is or becomes dangerous, we may dispose of it without notice to you in advance in any manner we think fit and we will be under no liability to you for doing so.

10.3.1 We will not be liable to you for any loss of *Business*, *Business* profits, revenue or income or for loss of *Business* reputation or for disruption to *Business* or wasted time on the part of the *Buyer's* management or staff or, if you are buying the *Lot* in the course of a *Business*, for any indirect losses or consequential damages of any kind, irrespective in any case of the nature, volume or source of the loss or damage alleged to be suffered, and irrespective of whether the said loss or damage is caused by or claimed in respect of any negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

10.3.2 Unless you buy the *Lot* as a *Consumer*, in any circumstances where we are liable to you in respect of a *Lot*, or any act,

omission, statement, representation in respect of it, or this agreement or its performance, and whether in damages, for an indemnity or contribution or for a restitutionary remedy or in any way whatsoever, our liability will be limited to payment of a sum which will not exceed by way of maximum the amount of the *Purchase Price* of the *Lot* plus *Buyer's Premium* (less any sum you may be entitled to recover from the *Seller*) irrespective in any case of the nature, volume or source of any loss or damage alleged to be suffered or sum claimed as due, and irrespective of whether the liability arises from negligence, other tort, breach of contract, statutory duty, bailee's duty, a restitutionary claim or otherwise.

You may wish to protect yourself against loss by obtaining insurance.

10.4 Nothing set out above will be construed as excluding or restricting (whether directly or indirectly) any person's liability or excluding or restricting any person's rights or remedies in respect of (i) fraud, or (ii) death or personal injury caused by our negligence (or any person under our control or for whom we are legally responsible), or (iii) acts or omissions for which we are liable under the *Occupiers Liability Act 1957*, or (iv) any other liability to the extent the same may not be excluded or restricted as a matter of law, or (v) under our undertaking in paragraph 9 of these conditions.

11 BOOKS MISSING TEXT OR ILLUSTRATIONS

Where the *Lot* is made up wholly of a *Book* or *Books* and any *Book* does not contain text or illustrations (in either case referred to as a "non-conforming *Lot*"), we undertake a personal responsibility for such a non-conforming *Lot* in accordance with the terms of this paragraph, if:

the original invoice was made out by us to you in respect of the *Lot* and that invoice has been paid; and

you notify us in writing as soon as reasonably practicable after you have become aware that the *Lot* is or may be a non-conforming *Lot*, and in any event within 20 days after the *Sale* (or such longer period as we may agree in writing) that the *Lot* is a non-conforming *Lot*; and

within 20 days of the date of the relevant *Sale* (or such longer period as we may agree in writing) you return the *Lot* to us in the same condition as it was at the time of the *Sale*, accompanied by written evidence that the *Lot* is a non-conforming *Lot* and details of the *Sale* and *Lot* number sufficient to identify the *Lot*; but not if: the *Entry* in the *Catalogue* in respect of the *Lot* indicates that the rights given by this paragraph do not apply to it; or the *Entry* in the *Catalogue* in respect of the *Lot* reflected the then accepted general opinion of scholars and experts or fairly indicated that there was a conflict of such opinion; or it can be established that the *Lot* is a non-conforming *Lot* only by means of a process not generally accepted for use until after the date on which the *Catalogue* was published or by means of a process which it was unreasonable in all the circumstances for us to have employed; or the *Lot* comprises atlases, maps, autographs, manuscripts, extra illustrated books, music or periodical publications; or the *Lot* was listed in the *Catalogue* under "collections" or "collections and various" or the *Lot* was stated in the *Catalogue* to comprise or contain a collection, issue or *Books* which are undescribed or the missing text or illustrations are referred to or the relevant parts of the *Book* contain blanks, half titles or advertisements.

If we are reasonably satisfied that a *Lot* is a non-conforming *Lot*, we will (as principal) purchase the *Lot* from you and you will transfer the title to the *Lot* in question to us, with full title guarantee, free from any liens, charges, encumbrances and adverse claims and we will pay to you an amount equal to the sum of the *Purchase Price* and *Buyer's Premium* paid by you in respect of the *Lot*.

The benefit of paragraph 10 is personal to, and incapable of assignment by, you and if you sell or otherwise dispose of your interest in the *Lot*, all rights and benefits under this paragraph will cease.

12 MISCELLANEOUS

12.1 You may not assign either the benefit or burden of this agreement.

12.2 Our failure or delay in enforcing or exercising any power or right under this agreement will not operate or be deemed to operate as a waiver of our rights under it except to the extent of any express waiver given to you in writing. Any such waiver will not affect our ability subsequently to enforce any right arising under this agreement.

12.3 If either party to this agreement is prevented from performing that party's respective obligations under this agreement by circumstances beyond its reasonable control (including without limitation governmental intervention, industrial action, insurrection, warfare (declared or undeclared), terrorism, power failure, epidemic or natural disaster) or if performance of its obligations would by reason of such circumstances give rise to a significantly increased financial cost to it, that party will not, for so long as such circumstances prevail, be required to perform such obligations. This paragraph does not apply to the obligations imposed on you by paragraph 3.

12.4 Any notice or other communication to be given under this agreement must be in writing and may be delivered by hand or sent by first class post or air mail or fax transmission (if to *Bonhams* marked for the attention of the Company Secretary), to the address or fax number of the relevant party given in the *Contract Form* (unless notice of any change of address is given in writing). It is the responsibility of the sender of the notice or communication to ensure that it is received in a legible form within any applicable time period.

12.5 If any term or any part of any term of this agreement is held to be unenforceable or invalid, such unenforceability or invalidity

- will not affect the enforceability and validity of the remaining terms or the remainder of the relevant term.
- 12.6 References in this agreement to *Bonhams* will, where appropriate, include reference to *Bonhams'* officers, employees and agents.
- 12.7 The headings used in this agreement are for convenience only and will not affect its interpretation.
- 12.8 In this agreement "including" means "including, without limitation".
- 12.9 References to the singular will include reference to the plural (and vice versa) and reference to any one gender will include reference to the other genders.
- 12.10 Reference to a numbered paragraph is to a paragraph of this agreement.
- 12.11 Save as expressly provided in paragraph 12.12 nothing in this agreement confers (or purports to confer) on any person who is not a party to this agreement any benefit conferred by, or the right to enforce any term of, this agreement.
- 12.12 Where this agreement confers an immunity from, and/or an exclusion or restriction of, the responsibility and/or liability of *Bonhams*, it will also operate in favour and for the benefit of *Bonhams'* holding company and the subsidiaries of such holding company and the successors and assigns of *Bonhams* and of such companies and of any officer, employee and agent of *Bonhams* and such companies, each of whom will be entitled to rely on the relevant immunity and/or exclusion and/or restriction within and for the purposes of Contracts (Rights of Third Parties) Act 1999, which enables the benefit of a contract to be extended to a person who is not a party to the contract, and generally at law.

13 GOVERNING LAW

All transactions to which this agreement applies and all connected matters will be governed by and construed in accordance with the laws of that part of the United Kingdom where the *Sale* takes (or is to take) place and we and you each submit to the exclusive jurisdiction of the courts of that part of the United Kingdom, save that we may bring proceedings against you in any other court of competent jurisdiction to the extent permitted by the laws of the relevant jurisdiction. *Bonhams* has a complaints procedure in place.

DATA PROTECTION – USE OF YOUR INFORMATION

Where we obtain any personal information about you, we shall only use it in accordance with the terms of our Privacy Policy (subject to any additional specific consent(s) you may have given at the time your information was disclosed). A copy of our Privacy Policy can be found on our *Website* www.bonhams.com or requested by post from Customer Services Department, 101 New Bond Street, London W1S 1SR, United Kingdom or by email from info@bonhams.com.

APPENDIX 3

DEFINITIONS AND GLOSSARY

Where these Definitions and Glossary are incorporated, the following words and phrases used have (unless the context otherwise requires) the meanings given to them below. The Glossary is to assist you to understand words and phrases which have a specific legal meaning with which you may not be familiar.

LIST OF DEFINITIONS

"Account" the bank account of *Bonhams* into which all sums received in respect of the *Purchase Price* of any *Lot* will be paid.

"Additional Premium" a premium, calculated in accordance with the *Notice to Bidders*, to cover *Bonhams'* Expenses relating to the payment of royalties under the Artist's Resale Right Regulations 2006, as amended, which is payable by the *Buyer* to *Bonhams* on any *Lot* marked [AR] which sells for a *Hammer Price* which together with the *Buyer's Premium* (but excluding any VAT) equals or exceeds 1000 pounds.

"Auctioneer" the representative of *Bonhams* conducting the *Sale*.

"Bidder" Any person considering, attempting or making a Bid, including those who have completed a *Bidding Form*.

"Bidding Form" our Bidding Registration Form, our Absentee Bidding Form or our Telephone Bidding Form.

"Bonhams" Bonhams 1793 Limited or its successors or assigns. *Bonhams* is also referred to in the *Buyer's Agreement*, the Conditions of Business and the *Notice to Bidders* by the words "we", "us" and "our".

"Book" a printed *Book* offered for *Sale* at a specialist *Book Sale*.

"Business" includes any trade, *Business* and profession.

"Buyer" the person to whom a *Lot* is knocked down by the *Auctioneer*. The *Buyer* is also referred to in the *Contract for Sale* and the *Buyer's Agreement* by the words "you" and "your".

"Buyer's Agreement" the contract entered into by *Bonhams* with the *Buyer* (see Appendix 2 in the *Catalogue*).

"Buyer's Premium" the sum calculated on the *Hammer Price* at the rates stated in the *Notice to Bidders*.

"Catalogue" the *Catalogue* relating to the relevant *Sale*, including any representation of the *Catalogue* published on our *Website*.

"Commission" the *Commission* payable by the *Seller* to *Bonhams* calculated at the rates stated in the *Contract Form*.

"Condition Report" a report on the physical condition of a *Lot* provided to a *Bidder* or potential *Bidder* by *Bonhams* on behalf of the *Seller*.

"Conditions of Sale" the *Notice to Bidders*, *Contract for Sale*, *Buyer's Agreement* and Definitions and Glossary.

"Consignment Fee" a fee payable to *Bonhams* by the *Seller* calculated at rates set out in the Conditions of Business.

"Consumer" a natural person who is acting for the relevant purpose outside his trade, *Business* or profession.

"Contract Form" the *Contract Form*, or vehicle *Entry* form, as applicable, signed by or on behalf of the *Seller* listing the *Lots* to be offered for *Sale* by *Bonhams*.

"Contract for Sale" the *Sale* contract entered into by the *Seller* with the *Buyer* (see Appendix 1 in the *Catalogue*).

"Contractual Description" the only *Description* of the *Lot* (being that part of the *Entry* about the *Lot* in the *Catalogue* which is in bold letters, any photograph (except for the colour) and the contents of any *Condition Report*) to which the *Seller* undertakes in the *Contract for Sale* the *Lot* corresponds.

"Description" any statement or representation in any way descriptive of the *Lot*, including any statement or representation relating to its authorship, attribution, condition, provenance, authenticity, style, period, age, suitability, quality, origin, value, estimated selling price (including the *Hammer Price*).

"Entry" a written statement in the *Catalogue* identifying the *Lot* and its *Lot* number which may contain a *Description* and illustration(s) relating to the *Lot*.

"Estimate" a statement of our opinion of the range within which the hammer is likely to fall.

"Expenses" charges and *Expenses* paid or payable by *Bonhams* in respect of the *Lot* including legal *Expenses*, banking charges and *Expenses* incurred as a result of an electronic transfer of money, charges and *Expenses* for loss and damage cover, insurance, *Catalogue* and other reproductions and illustrations, any customs duties, advertising, packing or shipping costs, reproductions rights' fees, taxes, levies, costs of testing, searches or enquiries, preparation of the *Lot* for *Sale*, storage charges, removal charges, removal charges or costs of collection from the *Seller* as the *Seller's* agents or from a defaulting *Buyer*, plus VAT if applicable.

"Forgery" an imitation intended by the maker or any other person to deceive as to authorship, attribution, origin, authenticity, style, date, age, period, provenance, culture, source or composition, which at the date of the *Sale* had a value materially less than it would have had if the *Lot* had not been such an imitation, and which is not stated to be such an imitation in any description of the *Lot*. A *Lot* will not be a *Forgery* by reason of any damage to, and/or restoration and/ or modification work (including repainting or over painting) having been carried out on the *Lot*, where that damage, restoration or modification work (as the case may be) does not substantially affect the identity of the *Lot* as one conforming to the *Description* of the *Lot*.

"Guarantee" the obligation undertaken personally by *Bonhams* to the *Buyer* in respect of any *Forgery* and, in the case of specialist *Stamp Sales* and/or specialist *Book Sales*, a *Lot* made up of a *Stamp* or *Stamps* or a *Book* or *Books* as set out in the *Buyer's Agreement*.

"Hammer Price" the price in the currency in which the *Sale* is conducted at which a *Lot* is knocked down by the *Auctioneer*.

"Loss and Damage Warranty" means the warranty described in paragraph 8.2 of the Conditions of Business.

"Loss and Damage Warranty Fee" means the fee described in paragraph 8.2.3 of the Conditions of Business.

"Lot" any item consigned to *Bonhams* with a view to its *Sale* at auction or by private treaty (and reference to any *Lot* will include, unless the context otherwise requires, reference to individual items comprised in a group of two or more items offered for *Sale* as one *Lot*).

"Motoring Catalogue Fee" a fee payable by the *Seller* to *Bonhams* in consideration of the additional work undertaken by *Bonhams* in respect of the cataloguing of motor vehicles and in respect of the promotion of *Sales* of motor vehicles.

"New Bond Street" means *Bonhams'* saleroom at 101 New Bond Street, London W1S 1SR.

"Notional Charges" the amount of *Commission* and VAT which would have been payable if the *Lot* had been sold at the *Notional Price*.

"Notional Fee" the sum on which the *Consignment Fee* payable to *Bonhams* by the *Seller* is based and which is calculated according to the formula set out in the Conditions of Business.

"Notional Price" the latest in time of the average of the high and low *Estimates* given by us to you or stated in the *Catalogue* or, if no such *Estimates* have been given or stated, the *Reserve* applicable to the *Lot*.

"Notice to Bidders" the notice printed at the back or front of our *Catalogues*.

"Purchase Price" the aggregate of the *Hammer Price* and VAT on the *Hammer Price* (where applicable), the *Buyer's Premium* and VAT on the *Buyer's Premium* and any *Expenses*.

"Reserve" the minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

"Sale" the auction *Sale* at which a *Lot* is to be offered for *Sale* by *Bonhams*.

"Sale Proceeds" the net amount due to the *Seller* from the *Sale* of a *Lot*, being the *Hammer Price* less the *Commission*, any VAT chargeable thereon, *Expenses* and any other amount due to us in whatever capacity and whatsoever arising.

"Seller" the person who offers the *Lot* for *Sale* named on the *Contract Form*. Where the person so named identifies on the form another person as acting as his agent, or where the person named on the *Contract Form* acts as an agent for a principal (whether such agency is disclosed to *Bonhams* or not), "Seller" includes both the agent and the principal who shall be jointly and severally liable as such. The *Seller* is also referred to in the Conditions of Business by the words "you" and "your".

"Specialist Examination" a visual examination of a *Lot* by a specialist on the *Lot*.

"Stamp" means a postage *Stamp* offered for *Sale* at a Specialist *Stamp Sale*.

"Standard Examination" a visual examination of a *Lot* by a non-specialist member of *Bonhams'* staff.

"Storage Contract" means the contract described in paragraph 8.3.3 of the Conditions of Business or paragraph 4.4 of the *Buyer's Agreement* (as appropriate).

"Storage Contractor" means the company identified as such in the *Catalogue*.

"Terrorism" means any act or threatened act of terrorism, whether any person is acting alone or on behalf of or in connection with any organisation(s) and/or government(s), committed for political, religious or ideological or similar purposes including, but not limited to, the intention to influence any government and/or put the public or any section of the public into fear.

"VAT" value added tax at the prevailing rate at the date of the *Sale* in the United Kingdom.

"Website" *Bonhams Website* at www.bonhams.com

"Withdrawal Notice" the *Seller's* written notice to *Bonhams* revoking *Bonhams'* instructions to sell a *Lot*.

"Without Reserve" where there is no minimum price at which a *Lot* may be sold (whether at auction or by private treaty).

GLOSSARY

The following expressions have specific legal meanings with which you may not be familiar. The following glossary is intended to give you an understanding of those expressions but is not intended to limit their legal meanings:

"artist's resale right": the right of the creator of a work of art to receive a payment on *Sales* of that work subsequent to the original *Sale* of that work by the creator of it as set out in the Artist's Resale Right Regulations 2006, as amended.

"bailee": a person to whom goods are entrusted.

"indemnity": an obligation to put the person who has the benefit of the indemnity in the same position in which he would have been, had the circumstances giving rise to the indemnity not arisen and the expression "indemnify" is construed accordingly.

"interpleader proceedings": proceedings in the Courts to determine ownership or rights over a *Lot*.

"knocked down": when a *Lot* is sold to a *Bidder*, indicated by the fall of the hammer at the *Sale*.

"lien": a right for the person who has possession of the *Lot* to retain possession of it.

"risk": the possibility that a *Lot* may be lost, damaged, destroyed, stolen, or deteriorate in condition or value.

"title": the legal and equitable right to the ownership of a *Lot*.

"tort": a legal wrong done to someone to whom the wrong doer has a duty of care.

"warranty": a legal assurance or promise, upon which the person to whom the warranty was given has the right to rely.

SALE OF GOODS ACT 1979

The following is an extract from the Sale of Goods Act 1979:

"Section 12 Implied terms about title, etc

- (1) In a contract of sale, other than one to which subsection (3) below applies, there is an implied term on the part of the seller that in the case of a sale he has a right to sell the goods, and in the case of an agreement to sell he will have such a right at the time when the property is to pass.
- (2) In a contract of sale, other than one to which subsection (3) below applies, there is also an implied term that-
 - (a) the goods are free, and will remain free until the time when the property is to pass, from any charge or encumbrance not disclosed or known to the buyer before the contract is made, and
 - (b) the buyer will enjoy quiet possession of the goods except in so far as it may be disturbed by the owner or other person entitled to the benefit of any charge or encumbrance so disclosed or known.
- (3) This subsection applies to a contract of sale in the case of which there appears from the contract or is to be inferred from its circumstances an intention that the seller should transfer only such title as he or a third person may have.
- (4) In a contract to which subsection (3) above applies there is an implied term that all charges or encumbrances known to the seller and not known to the buyer have been disclosed to the buyer before the contract is made.
- (5) In a contract to which subsection (3) above applies there is also an implied term that none of the following will disturb the buyer's quiet possession of the goods, namely:
 - (a) the seller;
 - (b) in a case where the parties to the contract intend that the seller should transfer only such title as a third person may have, that person;
 - (c) anyone claiming through or under the seller or that third person otherwise than under a charge or encumbrance disclosed or known to the buyer before the contract is made.
- (5A) As regards England and Wales and Northern Ireland, the term implied by subsection (1) above is a condition and the terms implied by subsections (2), (4) and (5) above are warranties."





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AUCTIONEERS SINCE 1793